

3 switch?
4 A It is for the time being. I can't tell
5 you how -- I think it eventually rolls around
6 and writes over itself, but I don't know the
7 capacity of the switch
8 Q Is any human intervention required in
9 order to pull it from the place where it is
10 temporarily stored in the switch to put it
11 wherever it goes next?
12 A I don't know if the folks at Marion
13 dial a phone number into the switch or if it's
14 direct linked. I don't know that
15 Q So there is a telephonic communication
16 between Louisiana --
17 A It's electronic communication
18 JUDGE WALSTON: Mr Terracina, be
19 sure and let him finish his question. Go ahead,
20 Mr. McCollough.
21 Q (By Mr. McCollough) There is a
22 telephonic communication between Louisiana and
23 San Marcos over which this information is
24 transmitted?
25 A Somehow I don't know if it's
0124
1 electronic. I assume that's over a telephone
2 line, but I don't know how they make the initial
3 connection.
4 Q Do they dial into the switch?
5 A I don't know I don't know
6 Q So you don't know what happens after it
7 is temporarily stored in the switch, and you
8 don't know how it is ultimately transmitted to
9 Louisiana, do you?
10 A I know it's pulled I don't know if
11 somebody in Marion dials a phone number and gets
12 it to the switch or if it's an automatic, direct
13 link that's up 24 hours a day That's not my
14 area
15 Q Somehow or other it gets to Louisiana?
16 A Yes We cull all of our switches. We
17 got away from tapes a long time ago
18 Q When it arrives in Louisiana, is it in
19 AMA format, or is it in 01 format?
20 A AMA
21 Q So once it arrives in Louisiana, then
22 it is converted from AMA to 01?
23 A That is correct.
24 Q Who does the conversion?
25 A It's all automatic We have computer
0125
1 programs that do the same conversions for the
2 switches all over the country It's the same
3 program
4 Q Is that part of your department?
5 A It's under my -- yes, it's under my
6 responsibilities
7 Q Can you testify with personal knowledge
8 that the information that you have offered in
9 this testimony was in fact generated,
10 transmitted and stored in Louisiana in a manner

11 that you've discussed here?
12 A Sure was
13 Q Now, it is not in the regular course of
14 business for CenturyTel, whether it be in San
15 Marcos or Louisiana, to generate reports
16 identifying traffic to a particular carrier and
17 breaking it out as to "paging" and "Internet,"
18 is it?
19 A No We do toll studies all the time,
20 but the report that I would generate wouldn't
21 have Internet on it because the AMA record
22 doesn't tell you Internet
23 Q So the information that you have
24 presented here, this analysis, so to speak -- if
25 I can use that word -- was not conducted in the
0126
1 normal course of business, was it?
2 A The analytical results that you
3 present, sir, they were not prepared in the
4 ordinary normal course of business, were they?
5 A I'm trying to think because we do so
6 many things that are, like, ad hoc, you know,
7 one-time-only kind of things
8 Q Is it in the normal course of business
9 for --
10 A Everything to the left of where you see
11 minutes and seconds is what we generated
12 Q Well, is it in the normal course of
13 business for Century Telephone of San Marcos to
14 analyze the traffic to CMRS carriers and break
15 that traffic out on a month-by-month basis in
16 between paging and Internet?
17 A I'm a little confused
18 Q Let me just ask it this way: You did
19 this analysis for the purposes of this
20 litigation, didn't you?
21 A That's correct You know, we do this a
22 lot We do toll studies all the time
23 MR MCCOLLOUGH Objection, Your
24 Honor The question had been answered
25 Q (By Mr. McCollough) Did you
0127
1 personally review the underlying data, sir?
2 A I looked at it, and I spoke to the
3 programmer to ask him how he validated it
4 Q Do you know whether the underlying data
5 is here in this room -- this hearing room here,
6 sir?
7 A You mean the physical EMI records?
8 Q Well, whether it be the EMI or the AMA
9 or in whatever format
10 A The report is in your room
11 Q In other words, your exhibits are in
12 the room?
13 A Yes
14 Q But the underlying data that was used
15 to produce the report, is it in the room?
16 A The underlying data is in -- still in
17 the mainframe
18 MR MCCOLLOUGH Your Honor, I'm

19 going to invoke Rule 705(a) here Under Texas
20 rules of evidence, 705, the expert can be
21 required to disclose on cross-examination the
22 underlying data, and to the extent the witness
23 is unable to do so, I'm going to object to the
24 admission of the reports
25 JUDGE WALSTON Okay Do you have

0128

1 any response, Ms. Brown?
2 MS. BROWN Yes, Your Honor This
3 is the kind of thing that's typically done all
4 the time This report was produced as a part of
5 the prefiled direct testimony of CenturyTel in
6 this proceeding There's been not any discovery
7 directed to it

8 I've had no request to produce the
9 underlying data with respect to this report We
10 had a 30-day period of time for ASAP to conduct
11 discovery with respect to the direct evidence --
12 or some period of time It may not have been
13 exactly 30 days, but we've had no request for
14 this record to be produced -- the underlying
15 data to be produced

16 Now, the witness is obviously here and
17 can be asked those questions, and the witness
18 has testified that the data from which this
19 particular analysis was drawn is data that is
20 kept in the ordinary course of business All
21 we've done is taken an extract of that and
22 presented it in this report, and I believe what
23 the evidence will also show is that the
24 information that says "Kyle Internet number" or
25 "Lockhart Internet number" is associated with a

0129

1 particular line item of the report, and the
2 identification didn't come from the switch but
3 came from information supplied by ASAP

4 We've just labeled the particular
5 telephone number there with the type of -- you
6 know, identified who is using that telephone
7 number based on information that ASAP has
8 provided

9 So I'm looking now at Rule 705(a), and
10 it says that, "An expert may testify without
11 prior disclosure of the underlying facts or data
12 unless the Court requires otherwise " If the
13 Court will require some examination of the data
14 that is on the mainframe, we'll certainly permit
15 that to occur We'll probably have to go to
16 Monroe, Louisiana or Marion, Louisiana to do
17 that.

18 "The expert may, in any event, disclose
19 on direct examination or be required to disclose
20 on cross-examination the underlying facts or
21 data " Now, if Mr. McCollough has a challenge
22 to any particular line item that's shown in this
23 report, then we'll accommodate whatever
24 underlying data he would like for us to produce
25 for that, but I would have thought that would

0130

1 have happened during the discovery proceeding
2 and not today here on the stand, and I think
3 with those circumstances that it's appropriate
4 to allow the admission of this testimony and
5 these exhibits

6 MR. MCCOLLOUGH If I can respond
7 briefly --

8 JUDGE WALSTON: Before you
9 respond, let me ask you one question, and you
10 can add it to your response Also, as I read
11 705(a), it's talking about a disclosure of
12 underlying facts or data supporting an expert's
13 opinion, and it appears to me that Mr. Terracina
14 is just being offered, more or less, as a record
15 custodian, just saying, "Here is a summary of
16 the records "

17 MS. BROWN That's right

18 JUDGE WALSTON I mean, he's not
19 rendering any opinions as an expert, as I
20 understand it, but go ahead, if you want to
21 respond to that part of it, too

22 MR. MCCOLLOUGH Well, I could
23 perhaps spot them on the question of whether he
24 is the custodian, although he certainly didn't
25 present any testimony on that There's a couple

0131

1 of problems

2 First of all, we've got a chain of
3 custody problem The witness testified that he
4 doesn't know what happens or, you know, the
5 means by which the information gets from the
6 switch to Louisiana where it is stored,
7 converted and then was ultimately used, and, you
8 know, there's no way I can cross-examine on that
9 in this room right now, other than by looking at
10 the data and to determine whether, you know,
11 there is any potential challenge to the
12 completeness of it or whether it has changed in
13 any respect, through whatever means, in between
14 the time it was generated at the switch and the
15 time that it was stored in the mainframe

16 I also cannot go through any questions
17 relating to the conversion of the AMA
18 information to the EMI information, and it was
19 only after it was, one, generated by the switch;
20 two, converted from AMA to EMI or 01 that it was
21 then used as data inputs for the analysis that's
22 presented here, and it's important to understand
23 that Mr. Terracina is not just showing up as the
24 custodian of documents here

25 His study forms conclusions and

0132

1 performs calculations that he has already
2 testified were not done in the ordinary course
3 of business, that it was done for the purposes
4 of litigation in this case, and in that regard,
5 I do have one case, if I can -- I'll get it in a
6 second, and I'll cite it for a relatively simple
7 proposition, that studies that are performed
8 purely for purposes of litigation -- the fact

9 that it's done purely for purposes of litigation
10 does not render it suspect automatically, but it
11 is more likely to be biased

12 I think that I am somewhat harmed by
13 not being able to look at the data, and while it
14 is correct that I did not file a request for
15 information with regard to the original exhibit,
16 I didn't have to because I could require it to
17 come in here or I could ask you to require it to
18 be produced in the hearing as 705(a) says

19 With regard to the supplemental exhibit
20 on the additional month, we only got that, I
21 believe, yesterday, if not the day before, and I
22 certainly could not have done discovery on that
23 So, you know, I think that the evidence
24 itself -- while his testimony may have already
25 been admitted, that the study itself, since it

0133
1 is based on information, performs calculations,
2 performs conclusions, is not admissible because
3 I am denied the right of cross-examining him on
4 that.

5 MS BROWN Your Honor, may I
6 respond?

7 JUDGE WALSTON Yes. Let me ask
8 one question. Is it correct that the supplement
9 was just produced yesterday?

10 MS. BROWN That is correct, Your
11 Honor It is in the same form, and it is
12 exactly the same kind of study that was done for
13 June and July, and I believe the consistency in
14 those studies in fact verifies their accuracy,
15 but I believe Mr McCollough has misquoted what
16 the witness has said about the chain of custody

17 With respect to the transfer of the
18 data from Texas to Louisiana, the witness said
19 it is done electronically by telephonic means
20 He didn't know whether it was done automatically
21 or a separate dial -- a dial-in call had to be
22 placed, but he did know how it was done

23 The witness also explained very
24 completely how the records are transformed from
25 the AMA to the EMI, and he also said that this

0134
1 is the same process that is done day after day
2 after day for every switch across the nation

3 So I believe that those facts show that
4 the -- that producing the data from which the
5 report was extracted is an activity that is
6 performed in the regular course of business
7 All Mr Terracina did was to take these
8 particular numbers from a record produced in the
9 ordinary course of business and show the results
10 for these particular numbers

11 That is not done every day, but I think
12 that the witness is clear about how he did that,
13 how he gave the instructions to the contract
14 employee who did it and how he asked that
15 contract employee to show how the contract
16 employee verified the report -- the summary back

17 to the actual data We can also tell -- go into
18 an explanation of why this is done through a
19 contract employee, if you would like

20 JUDGE WALSTON No, that's not
21 necessary

22 MS BROWN I believe that the
23 only thing that's not in the regular course of
24 business is simply to pull off the data for
25 these numbers and summarize them for a 30-day

0135
1 period, and that is something that
2 Mr McCollough could have gone into in discovery
3 or by deposition or by any other means and is
4 not a reason to exclude the summary here today
5 when it's offered into evidence

6 JUDGE WALSTON Any final word,
7 Mr McCollough? It's your objection

8 MR MCCOLLOUGH Only to give you
9 the citation, Your Honor, of the case that I
10 handed you It is Purina Mills, et al vs Mike
11 Odell, et al It's out of the court of appeals
12 in Texarkana. It's 948 S W 2d 927 The
13 specific proposition that I'm offering this for
14 appears on Page 7 of the LEXIS printout,
15 beginning on the last paragraph It says,
16 "Third, in Robinson," and it carries over to
17 Page 8 I have nothing else

18 JUDGE WALSTON Well, I'll
19 overrule the objection with respect to the
20 Exhibit ST-1, the one that was prepared
21 previously I don't think this is actually a
22 report prepared by an expert rendering an expert
23 opinion At least as I understand the
24 testimony, including the prefiled testimony,
25 it's a compilation of that kept in the ordinary

0136
1 course of business, but I will grant the
2 objection with respect to supplement just
3 because it wasn't provided, as I understand,
4 earlier than yesterday

5 MS BROWN Your Honor, it was
6 only -- you know, the data has to be compiled
7 I mean, we couldn't have done it any earlier
8 than what we did

9 JUDGE WALSTON I understand, but
10 I'm going to exclude the supplement

11 MS BROWN All right

12 JUDGE WALSTON Do you have
13 additional questions, Mr McCollough?

14 MR MCCOLLOUGH I go on
15 cross-examination, Your Honor

16 MS BROWN Now, Your Honor, could
17 we inform Mr Terracina what we've done here?

18 JUDGE WALSTON Yes

19 Mr Terracina?

20 A Yes

21 JUDGE WALSTON Have you been
22 listening to all of this?

23 A Yes, I got bits and pieces of it

24 JUDGE WALSTON No problem I

25 have admitted into evidence your exhibit that I
0137
1 believe shows the June and July summary, but I
2 have excluded from evidence the exhibit with the
3 August summary.

4 A I heard that part Thank you
5 JUDGE WALSTON Okay

6 Mr McCollough, you can go ahead

7 Q (By Mr. McCollough) Mr Terracina,
8 the number of minutes that are shown on your
9 study that's ST-1, and let's just -- it's, I
10 guess, 2A. You show total calls, total minutes
11 and total seconds and then average time

12 A Right

13 Q Was this conversation minutes or was
14 it originating minutes or was it terminating
15 minutes?

16 A It looks like -- you said
17 conversation -- I think it's billed minutes

18 Q It's billed minutes Do you know
19 what -- are billed minutes roughly equivalent to
20 or are they the same as conversation minutes?

21 A They're not Well, it depends on the
22 length of the phone call Billed minutes are
23 rounded up to the next whole minute, but if the
24 actual phone call was an even minute, that's not
25 rounded up

0138
1 Q Well, you say billed minutes Are you
2 saying that the minutes shown on Exhibit 2A are
3 minutes for which the calling party incurred a
4 toll?

5 A I don't understand Repeat that one
6 more time

7 Q Is it your understanding that this
8 document reflects minutes for which the calling
9 party in San Marcos paid long distance charges?

10 A They didn't pay long distance charges
11 when a call --

12 Q I'm sorry I lost you in the last
13 part

14 JUDGE WALSTON Could you restate
15 your answer?

16 A Yes Had the call been billed, that's
17 what it would have been -- billed to the
18 customer, that's what he would have -- that
19 would have been the correct minute, but we
20 didn't bill these calls We routed the calls

21 Q (By Mr. McCollough) Okay Thank you.
22 Well, is a billed minute the same as a
23 conversation minute?

24 A It is not To us, a billed minute is
25 rounded up to the next whole minute, unless the

0139
1 conversation time happened to be an actual even
2 minute, there were no seconds A one-minute
3 phone call -- actual conversation of one minute
4 would not round up

5 Q You do not use --

6 A (Inaudible) -- it would round up to one

7 minute

8 Q I'm sorry You do not use conventional
9 rounding You always round up to the next
10 minute?

11 A On normal MTS toll, it's up to the next
12 minute

13 Q So the minutes shown on your exhibit
14 will always overstate by some amount the total
15 number of actual conversation minutes, won't it?

16 A In most cases.

17 Q Well, on a call-by-call basis, it will
18 overstate the actual conversation time unless
19 the customer hung up exactly at a 60-second
20 mark Right?

21 A That's correct

22 Q If the conversation ended at one
23 second, that would still show up as one minute
24 or one additional minute, wouldn't it?

25 A Yes, it would.

0140

1 Q Let me reask the question If the
2 actual conversation lasted a minute and two
3 seconds, it would be billed as two minutes,
4 wouldn't it?

5 A If we billed the customer, it would be
6 billed at two minutes

7 Q Even in this instance where there was
8 no bill rendered, your analysis would always
9 round up that one minute and two second call to
10 two minutes, wouldn't it?

11 A If it's a normal MTS call

12 JUDGE WALSTON Are you saying
13 MTS?

14 A M It's a normal toll call What I'm
15 referring to -- there are calling plans that a
16 customer could sign up for.

17 JUDGE WALSTON It's just the
18 court reporter couldn't understand the letter

19 A MTS

20 JUDGE WALSTON M as in Michael?

21 A M as in Michael.

22 Q (By Mr. McCollough) Your Exhibit 2A, I
23 believe, on the analysis for July, it does show
24 an acknowledgment of several hundred calls that
25 you deemed to be paging Correct?

0141

1 A Hang on. I'm looking

2 Q I'm not going to ask you to state the
3 number

4 A What page are you on?

5 Q Well, I'm on Page 5, Bates stamp 009,
6 for the July study

7 A Okay Down at the bottom where it
8 says, "Total ASAP traffic"?

9 Q Then it's broken out by Internet and
10 paging Do you see that?

11 A I sure do

12 Q This study acknowledges at least
13 several hundred calls to be paging, doesn't it?

14 A That's correct Well, yes, if I

15 understand the question
16 Q Let's take a look at the total
17 minutes -- total ASAP traffic Do you see that
18 number there on that same page?
19 A Yes.
20 Q Tell me something Is that enough
21 traffic to fill up even a single T1?
22 A I have no idea. I don't know
23 Q Do you know what a T1 is?
24 A It's a lot of lines Isn't it 24?
25 Q If it is channelized
0142
1 A You know, what the capacity is and like
2 that, I don't
3 Q Do you know what the capacity is of a
4 T1?
5 A Do not.
6 Q The total ASAP traffic, if you take
7 this number for the entire month and divide it
8 by the number of days in a month, just -- let's
9 just say 30 -- just to pick between 30 and 31 --
10 that's less than 6,000 minutes a day, isn't it?
11 JUDGE WALSTON Did you hear that,
12 Mr Terracina?
13 A I'm using a calculator Yes, it is
14 Q (By Mr McCollough) If you divide a
15 day into the 24 hours, that's less than 245
16 minutes an hour, isn't it?
17 A Divide a day into 24 hours?
18 Q Yes, sir
19 A I got 245 727.
20 Q Divide that by 24 for the number of
21 channels in a T1 What do you get?
22 A 10.1 -- no, 10 239.
23 Q So you have -- if you follow my math,
24 you have ten minutes per channel per hour in an
25 average day Correct?
0143
1 A Ten minutes per channel per hour. I
2 think so
3 Q Does that sound like that facility is
4 full, sir?
5 A That's -- I don't deal with that kind
6 of stuff.
7 MR. MCCOLLOUGH I pass the
8 witness
9 JUDGE WALSTON Any redirect,
10 Ms Brown?
11 REDIRECT EXAMINATION
12 BY MS BROWN
13 Q One question for you, Mr Terracina
14 You stated that this report -- the minutes
15 reflected would include some rounding. Would
16 that rounding exceed one minute times the
17 number?
18 A It would never exceed a minute
19 Q I beg your pardon?
20 A It would not
21 Q So it wouldn't exceed one minute times
22 the number of calls --

23 A That's correct
24 Q -- if we were looking at the total?
25 A That's correct.
0144
1 Q Now, does this report tell you when
2 these calls occurred in the course of a day?
3 A It does not
4 MS BROWN That's all I have,
5 Your Honor
6 MR. MCCOLLOUGH No further
7 questions
8 JUDGE WALSTON Thank you,
9 Mr Terracina
10 A Thank you
11 JUDGE WALSTON I'm going to
12 disconnect the phone now. Thank you
13 MS BROWN Thank you
14 A Bye
15 MS BROWN I appreciate the
16 parties accommodating Mr Terracina, to do that
17 by phone
18 MR McCOLLOUGH Sure
19 (Discussion off the record)
20 JUDGE WALSTON Ms Brown, in
21 talking to Mr Stewart, was he agreeable to us
22 continuing with Mr Gaetjen, or did you really
23 talk to him about it?
24 MS BROWN I think he would
25 prefer to be back, and he thought he would be
0145
1 back in about 45 minutes I don't know if we
2 want to double check that or --
3 JUDGE WALSTON Sure. Why don't
4 we go off the record We'll just take a
5 15-minute break
6 (Recess 1 45 p.m. to 2 33 p.m.)
7 JUDGE WALSTON We will go back on
8 the record at this time, and we will resume with
9 the testimony of Mr Gaetjen, and, Mr Gaetjen,
10 I'll just remind you that you remain under oath,
11 and, Ms Brown, you can continue
12 MS BROWN Thank you, Your Honor
13 PRESENTATION ON BEHALF OF
14 ASAP PAGING, INC (CONTINUED)
15 TED GAETJEN,
16 having been previously duly sworn, testified as
17 follows
18 CROSS-EXAMINATION (CONTINUED)
19 BY MS BROWN
20 Q Mr Gaetjen, could we go back to
21 CenturyTel Exhibit 6 for a minute? It should be
22 in an envelope there in front of you
23 A Okay
24 Q Could you turn to the page that is
25 marked 000129?
0146
1 A Okay
2 Q Does this page and the next page -- the
3 next several pages show the assignment of
4 NPA-NXXs to paging customers out of your 512-384

5 NPA-NXX?

6 A Yes, it does

7 Q I see that there are predominantly just

8 two account codes shown as being assigned to

9 these numbers, a three-digit code and then a

10 five-digit code beginning with a seven?

11 A That's correct

12 Q Now, if you go on to the last two pages

13 of the exhibit, would it be correct that the

14 last two pages show numbers out of the 512-222

15 NPA-NXX and there's a notation at the top of

16 that that would indicate that these numbers are

17 assigned to a paging reseller in -- or a paging

18 reseller Is that right?

19 A That's correct

20 MR McCOLLOUGH: Objection, Your

21 Honor. That mischaracterizes the discovery

22 response We said that they were made available

23 for Cen-Tex's use

24 Q (By Ms Brown) They're being used by a

25 paging reseller Is that right?

0147

1 A That would be a good assumption

2 Q Now, if we go back to 000129 -- and

3 that's one of -- that paging reseller is one of

4 the two account codes that show up for the 384

5 numbers Right?

6 A Well, there's more than two account

7 numbers, but it's two of the account numbers

8 Q Okay May I ask it this way? There's

9 an account number that shows up as a three-digit

10 number on Page 000129?

11 A Yes

12 Q Is that a paging reseller?

13 A I would have to assume that it is, but

14 without having the other information, I can't

15 remember all my customers and/or resellers'

16 accounts number

17 Q Look at that three-digit code Is that

18 three-digit code that shows up on Page 000129

19 the same three-digit code that shows up as

20 associated with a reseller on 000074?

21 A I don't think I have a 74

22 Q It should be the next to the last page

23 of the exhibit

24 A Yes, that would be the same account

25 number

0148

1 Q Do you see the notation at the top of

2 that page?

3 A Yes

4 Q These are -- I don't want to use a

5 name These are blank numbers -- these are

6 blank's numbers?

7 A Yes

8 MR McCOLLOUGH If it will make

9 easy, we did respond in a nonconfidential

10 response that Cen-Tex was a reseller

11 Q (By Ms Brown) Do you know if these --

12 are the codes that are shown on this Page 000074

13 Cen-Tex paging numbers?

14 A I would have to assume that the

15 notation at the top of the page is right, but I

16 did not make that notation. Probably somebody

17 in the office did it, so we'll assume that it

18 is

19 Q Could you confirm that over the

20 evening?

21 A Sure

22 Q Likewise, on Page 000129, does it -- do

23 you know who the customer is that has the

24 five-digit account code on that page?

25 A I would have to call and find out whose

0149

1 account number that is

2 Q Could you determine and let us know

3 tomorrow whether that is a paging reseller?

4 A Sure

5 Q Now, there is, in the account code on

6 Page 000129, something that shows up as just a

7 single-digit account code. Do you know what

8 that is?

9 A Which page are we on again?

10 Q 000129.

11 A There's --

12 Q Do you see the single-digit account

13 code? It's the sixth line down.

14 A Yes

15 Q Is that some sort of administrative use

16 or is that an actual customer or --

17 A I think that Account 2 is

18 administrative use.

19 Q Now, on the next page, 000130, there's

20 a different code that shows up three lines from

21 the bottom, a five-digit code beginning with a

22 1. Do you know if that's an administrative use,

23 or is that a customer?

24 A I think at this point that I would

25 assume that that would be a customer

0150

1 Q Could you determine that over the

2 evening, and the same with the one right below

3 that's a three-digit number beginning with a 1?

4 A Okay

5 Q Now, is there any other different

6 account code that shows up for the 512-384

7 number than what we've just run through?

8 A I believe on your 000073 it looks like

9 there's a 77.

10 Q Well, I couldn't tell if that was a

11 384 It doesn't show a 384 number associated

12 with it It looks like that's just an

13 incomplete -- you know, that maybe the number

14 changed to some other prefix at that point. Can

15 you tell?

16 A Well, looking at the 384-0999, that was

17 the end of that thousand block So chances are

18 that it probably was a different number

19 Q Okay Thank you Now, I need to ask

20 you this question When an end user in the Kyle

21 exchange -- that's a Verizon exchange Is that
 22 correct?
 23 A Yes, it is
 24 Q When an end user in the Verizon Kyle
 25 exchange dials 512-265 or a 512-265 NPA-NXX, how
 0151
 1 does Verizon treat that call?
 2 A In relation to what?
 3 Q Well, where does that -- does that
 4 call -- is it dialed using 1-plus, or is it
 5 dialed on a seven-digit basis?
 6 A It's dialed on a seven-digit basis
 7 Q Is that call received at your
 8 transmitter in Austin?
 9 A It's received at all my transmitters
 10 Q I beg your pardon Is it received at
 11 your switch in Austin?
 12 A Yes, it is
 13 Q Do you pay any compensation to Verizon
 14 with respect to that number?
 15 A There is no money that changes hands,
 16 but there is a bill-and-keep in place so that
 17 the compensation that Verizon gets is by me not
 18 requesting compensation
 19 Q So you have an agreement with respect
 20 to Verizon for use of that number -- for how
 21 that number is treated?
 22 A We have a bill-and-keep, yes
 23 Q Is that in a written agreement?
 24 A No, it's not
 25 Q Does Verizon -- how is that agreement
 0152
 1 with Verizon confirmed?
 2 A They don't send me a bill, and I don't
 3 send them a bill
 4 Q Is that by agreement or is that because
 5 neither one of you sends a bill? I mean, have
 6 you reached an understanding with them on that,
 7 or have you just not gotten a bill?
 8 A We have not gotten a bill.
 9 Q Now, with respect to 512-580, how are
 10 those numbers -- how is a call from Kyle -- from
 11 an end user in Kyle to a 512-580 number -- how
 12 is it dialed? Is it dialed on the seven-digit
 13 basis?
 14 A Yes, it is
 15 Q Do you have an agreement with Verizon
 16 as to how that traffic will be handled?
 17 A It's the same agreement that we have
 18 for the Pentress
 19 Q When you say "agreement," you mean that
 20 they haven't sent you a bill and you haven't
 21 sent them a bill?
 22 A That's correct
 23 Q Now, do you have any NPA-NXX that is
 24 registered to San Marcos?
 25 A Not at the present time
 0153
 1 Q Could you turn to your testimony at
 2 Page 8?

3 A Okay
 4 Q At Lines 9 and 10 you say, "Under FCC
 5 rules, CMRS carriers are entitled to
 6 interconnect at the access tandem using Type 2A
 7 interconnection and connect to the end offices
 8 that subtend or are connected to the access
 9 tandem "
 10 Then you say at Line 11, "Since San
 11 Marcos is in the Austin LATA and CenturyTel
 12 routinely sends traffic to Southwestern Bell's
 13 Greenwood tandem, they should route ASAP's Kyle,
 14 Pentress and Lockhart numbers to Southwestern
 15 Bell for transit to ASAP " Do you see that?
 16 A Yes, I do.
 17 Q So it's your position that since you
 18 have a connection at the Austin Greenwood tandem
 19 that you should get all end offices -- you
 20 should be able to receive on a toll-free basis
 21 calls from all end offices within the LATA that
 22 connect to that tandem?
 23 A Only if I have an NXX and a rate center
 24 of that end office
 25 Q So only the end offices where you have
 0154
 1 a rate center should have local calling to your
 2 tandem switch in Austin?
 3 A None of my NXXs originate calls My
 4 NXXs should be able to receive a call from any
 5 rate center that is deemed a mandatory ELS --
 6 ELC by the state I believe that
 7 Q Now -- so any end office that has an
 8 ELCS calling scope should be a toll-free call to
 9 your NXX -- to your switch in Austin?
 10 A It should be a toll-free call to the
 11 person originating the call, and I should not
 12 have to pay access charges to the ILEC
 13 Q Okay, but your testimony is talking
 14 about end offices that subtend the access
 15 tandem Would you agree with me the San Marcos
 16 end office doesn't subtend the Austin access
 17 tandem?
 18 A I've never claimed that it did It
 19 does not It does not subtend the Austin
 20 tandem
 21 Q Now, with respect to the Lines 11
 22 through 13, you say that "San Marcos is in the
 23 Austin LATA and CenturyTel routinely sends
 24 traffic to Southwestern Bell's Greenwood
 25 tandem " Would you agree with that CenturyTel
 0155
 1 would send toll traffic -- intrastate toll and
 2 interstate toll traffic to that Greenwood tandem
 3 as well as intraLATA toll traffic?
 4 A I am not privileged to have
 5 participated in the agreement between
 6 Southwestern Bell and CenturyTel I do not know
 7 the answer to that question
 8 Q So is your testimony here because they
 9 send some traffic there, they ought to send all
 10 the traffic that you want sent there to you

11 without compensation?
12 A I believe the way my statement ended
13 was "CenturyTel should route the calls to ASAP's
14 Kyle, Fentress and Lockhart numbers to
15 Southwestern Bell for transit to ASAP "
16 Q But that's because they send other
17 traffic to the tandem?
18 A Again, I'm not going to tell them how
19 to design their network
20 Q I'm just trying to understand why it is
21 you believe that they should route the calls to
22 you and what that has to do with them routing
23 other traffic to the tandem
24 A When I received my NXXs and we
25 designated specific NXXs for specific rate
0156
1 centers, this information was published in the
2 LERG, and it's generally acceptable that routing
3 would go to the way the LERG is published.
4 Q But you agree with me that San Marcos
5 is not an end office served by the Austin
6 tandem
7 A That's true
8 Q Would you also agree with me -- or I
9 believe you said you don't know how the ELCS
10 between San Marcos and Lockhart is routed
11 A I said that I was not privileged to the
12 design of the network, and any information I
13 have is based on the information that CenturyTel
14 and/or Southwestern Bell provided to us.
15 Q Have you investigated whether that
16 traffic is routed through the Greenwood tandem,
17 or is it routed over direct trunks?
18 A I have not been able to get a
19 definitive answer as to whether or not the
20 traffic that is on the special ELC trunks
21 physically goes through the Greenwood tandem or
22 not
23 Q What about Kyle and Fentress? Do you
24 understand also that those -- that ELCS from San
25 Marcos to Kyle and from San Marcos to Fentress
0157
1 is on separate trunk groups and not routed
2 through the tandem?
3 A Again, CenturyTel has indicated to us
4 that there are special ELC trunk groups between
5 them and Southwestern Bell, but they will not --
6 or have not divulged the actual physical path
7 that these trunk groups take
8 Q Have they indicated to you that those
9 trunks are not switched at the tandem?
10 A I believe they have said that
11 Q Have they indicated to you that they
12 are direct trunks from end office to end office?
13 This is what CenturyTel has advised you?
14 A This is what CenturyTel has advised us
15 Q Now, at Page 12, beginning at Line 18,
16 you say that your 512-384 number is a Lockhart
17 number because that's how you registered it in
18 the LERG

19 A That's correct
20 Q Would you agree with me that when you
21 registered that number in the LERG, you
22 reflected that it would be used for paging
23 traffic?
24 A No, I would not agree with you
25 Q Did you reflect that that was -- that
0158
1 your CMRS license was the basis upon which you
2 requested that number be assigned to you?
3 A Yes.
4 Q Even though you've registered that
5 number as a Lockhart number in the LERG, that
6 it's a Lockhart rate center, you actually want
7 the traffic routed to your switch in Austin?
8 A As per the LERG indicates, that's --
9 yes
10 Q So even though you've identified that
11 number as a Lockhart rate center, you don't want
12 the traffic routed to Lockhart. You want it
13 routed to Austin?
14 A We were given the choice of having our
15 interconnection with the ILEC at end offices or
16 at the tandem. We chose the tandem. So it
17 would be kind of foolish for me to have the
18 traffic routed to the end office at Lockhart
19 when our connection with Southwestern Bell is at
20 the tandem.
21 Q You have no connection with CenturyTel
22 or the other carriers with whom you want that
23 traffic routing to occur. Is that correct?
24 A I have a connection through
25 Southwestern Bell
0159
1 Q You don't have a connection with the
2 other carriers?
3 A It's not necessary. I have a single
4 POI in the net
5 Q In your opinion, it's not necessary --
6 A That's correct, in my opinion
7 Q -- and you have no agreement?
8 A I have no agreement
9 Q That would be true with respect to the
10 512-265 number and the 512-580 number, that they
11 are respectively shown in the LERG as a Fentress
12 and a Kyle number, but what you were asking is
13 that traffic be routed to your switch in Austin?
14 A That's correct.
15 Q So would you agree with me that what
16 you're seeking as to these three NPA-NXXs is
17 that they be routed the same way that CenturyTel
18 would route traffic to your 512-222 number?
19 A Restate that question
20 Q Would you agree with me that what
21 you're asking with respect to the 512-265, the
22 512-384 and 512-580 numbers is that CenturyTel
23 route that traffic just like they would route a
24 call to your 512-222 number?
25 A No
0160

1 Q You don't want it routed the same way?
2 A No
3 Q You don't want it routed to Austin --
4 to your switch in Austin?
5 A The 512-222 number has a rate center of
6 Austin. The 512-265, 580 and 384 have rate
7 centers of Lockhart, Fentress and Kyle
8 Q Right, but you were asking that all of
9 that traffic be routed to your switch in Austin
10 A I'm asking that they honor the LERG
11 Q Are you asking that all of that traffic
12 be routed to your switch in Austin?
13 A Certainly. That's my point of
14 interconnection
15 Q On Page 13, Line 16, you say here,
16 "Allowing CenturyTel to refuse to route local
17 calls to other carriers' Lockhart numbers will
18 only lead to less competition in Lockhart since
19 no competitive carrier will be able to offer a
20 comparable service to that offered by
21 Southwestern Bell unless it has expensive direct
22 connections to CenturyTel and is interconnected
23 to Southwestern Bell."
24 A That's what I said
25 Q How does the fact that CenturyTel would
0161
1 treat you just like it treats Southwestern Bell
2 lead to less competition?
3 MR McCOLLOUGH: Objection to the
4 question, assumes fact not in evidence. In
5 fact, it assumes a fact contrary to the
6 evidence. Mr. Gaetjen has not said that this
7 arrangement that Century is trying to impose
8 treats him the same as Southwestern Bell
9 Q (By Ms. Brown) Assume that all that
10 CenturyTel is asking is that you interconnect
11 with CenturyTel the same way you interconnect
12 with Bell for Lockhart traffic. How does that
13 lead to less competition in Lockhart if Century
14 treats you the same way they treat Southwestern
15 Bell?
16 A It would cause my expenses to go up
17 When I can pick my point of interconnection --
18 and the most economical thing for me to do and
19 for Southwestern Bell and for CenturyTel is for
20 me to have one point of interconnection so that
21 we do not have to duplicate each other's
22 networks.
23 Q Does that mean you get to use their
24 network that you're not duplicating on your own
25 without compensation to them?
0162
1 A They're getting compensated
2 Q They're not getting compensation from
3 you, are they?
4 A Who is not?
5 Q CenturyTel
6 A CenturyTel is getting compensation from
7 the people who originate the calls
8 Q Is CenturyTel getting any compensation

9 from you for the fact that the paging service
10 you offer gathers traffic from the CenturyTel
11 area?
12 A CenturyTel is getting compensation --
13 access compensation from themselves because
14 they're charging their customers for originating
15 those calls, and then they deliver the calls to
16 a meet point with Southwestern Bell and their
17 expenses end at that point
18 MS BROWN: Your Honor, I'd ask
19 that that response be stricken and that the
20 witness be instructed to respond to the question
21 that was asked
22 MR McCOLLOUGH: I think it was
23 perfectly responsive, Your Honor
24 JUDGE WALSTON: I'm not sure it
25 was to the question that was asked. As I recall
0163
1 the question, the question was does CenturyTel
2 pay compensation to -- excuse me -- ASAP pay
3 compensation to CenturyTel. That's the
4 question.
5 A I'm not aware of any compensation due
6 CenturyTel for one of their users calling one of
7 my NXXs rate centered in Lockhart, Fentress or
8 Kyle
9 Q (By Ms. Brown) You've not built any
10 facilities to meet CenturyTel at its boundary
11 with respect to that calling, have you?
12 A I am using Southwestern Bell's
13 facilities to meet CenturyTel at their boundary
14 Q You're not compensating Southwestern
15 Bell, Right?
16 A Southwestern Bell gets compensation the
17 same way that Verizon gets compensation
18 JUDGE WALSTON: Mr. Gaetjen, if
19 you can, listen just to the question she's
20 asking. You're trying to explain too much. It
21 was a pretty simple, straightforward question.
22 A Okay.
23 Q (By Ms. Brown) Can you answer the
24 question?
25 A Yes
0164
1 Q Yes, you're not paying compensation?
2 A No. Yes, Southwestern Bell is getting
3 compensated.
4 JUDGE WALSTON: That wasn't the
5 question. The question is does ASAP pay
6 Southwestern Bell compensation.
7 A ASAP does not pay Southwestern Bell.
8 Q (By Ms. Brown) In fact, you're
9 threatening them to say they owe you to
10 terminate the calls to your customers.
11 A We have never asked for reciprocal
12 compensation from Southwestern Bell.
13 Q Mr. Gaetjen, does your paging operation
14 pay any compensation for any interMTA traffic
15 that comes to your network?
16 A Inter?

17 Q InterMTA
18 A Please restate the question
19 Q Okay Your network obviously is set up
20 in such a way that interMTA traffic occurs A
21 caller in one MTA can place a page to a customer
22 of your paging service with that paging service
23 customer located in another MTA
24 A With the person carrying the pager --
25 Q Yes, sir
0165
1 A -- pager being in another MTA?
2 Q Yes, sir
3 A Well, certainly That's the whole point
4 of paging
5 Q Do you pay any carrier any interMTA
6 compensation?
7 A I'm not aware of any compensation
8 that's due, so the answer is no
9 Q Let's go back to your testimony on Page
10 13 At Line 16, you're saying that unless you
11 get traffic delivered to your Lockhart numbers
12 on some less expensive way than by connecting
13 directly to CenturyTel and Southwestern Bell,
14 then that's discrimination against you?
15 A Line 16, that sentence?
16 Q That sentence and the following
17 sentence
18 JUDGE WALSTON This is Page 13,
19 did you say?
20 MS BROWN Yes, Your Honor.
21 A Yes, I believe that statement to be
22 true
23 Q (By Ms Brown) So if you're not
24 willing to match the network that is there --
25 let me ask you that question
0166
1 You're not willing to match the network
2 that's there for ELCS calling between San Marcos
3 and Lockhart, are you?
4 A I don't believe it's necessary to build
5 a redundant network
6 Q You don't want to have do that?
7 A That's correct
8 Q If you were compelled to do that, you
9 say that that would lead to less competition?
10 A Yes, that's true
11 Q Now, if -- who should decide what
12 carriers get to have a different arrangement for
13 their ELCS calling than what's in place between
14 the two ILEC carriers?
15 Who gets to decide who gets a different
16 facility -- gets to use someone else's
17 facilities or gets to not have to have their own
18 facilities for ELCS calling? Who should decide
19 that?
20 A I believe that CenturyTel and
21 Southwestern Bell designed their network to
22 facilitate the ELCS calls We are connected to
23 Southwestern Bell's network
24 Q But you're not connected to San Marcos'

25 network?
0167
1 A I'm connected to Southwestern Bell, who
2 is connected to CenturyTel.
3 Q Because you have one point of
4 connection somewhere on the public network, you
5 get to use this facility between San Marcos and
6 Lockhart on a preferential basis?
7 A No, ma'am. I have a connection at the
8 tandem. That was the election that we made, to
9 connect at the tandem
10 Q Yes, sir
11 A The rules say that one point of
12 connection in the LATA at the tandem is
13 sufficient
14 Q Doesn't it say, as you state on Page 8,
15 Lines 9 to 11, that what you get by that
16 connection at the tandem is the opportunity to
17 connect to the end offices that subtend that
18 access tandem? Isn't that the rule?
19 A I don't believe that's the whole rule,
20 but basically it is.
21 Q But you're saying you ought to get any
22 end office in the LATA with that?
23 A No, I'm not saying that
24 Q Okay
25 A I'm saying if I have an NXX that is
0168
1 associated with a rate center that's in the LATA
2 and that I have a connection -- or my single
3 point of connection is the tandem, then my calls
4 should be honored
5 Q So if you have an NXX with a rate
6 center in the LATA, then your calls should be
7 honored where? Your calls from where to where
8 should be honored?
9 A Well, I'm not making any calls, but the
10 people who call my NXXs, those calls should be
11 delivered to my switch
12 Q The calls from your rate center?
13 A The calls to my rate center.
14 Q Regardless of whether that rate center
15 subtends -- the rate center from which the call
16 originates or has any relation to the call
17 center from which the rate center originates?
18 A If the rate center that is being called
19 is ELC or a local call from another rate center,
20 the traffic should be delivered
21 Q Regardless of whether you have an
22 arrangement with the rate center from which the
23 call originates?
24 A That's correct
25 Q Regardless of whether the rate center
0169
1 from which the call originates subtends the
2 tandem where you have your only point of
3 interconnection?
4 A My only point of interconnection with
5 the public switched telephone network, that's
6 true

7 Q Okay. On Page 16, Line 13, you say,
8 "If my service results in toll charges but
9 another company, such as CenturyTel's paging
10 operation, has an offering that does not, then
11 that company is very much advantaged."
12 A Yes, that's what I said.
13 Q Does CenturyTel of San Marcos have a
14 paging operation?
15 A They advertise one or did advertise one
16 on their website.
17 Q Do you understand that CenturyTel no
18 longer has that paging operation and hasn't for
19 some time, that it was sold?
20 A I hope they got a lot of money for it.
21 Q But you don't know that?
22 A I don't know if they got a lot of money
23 for it.
24 Q Do you know whether it was sold?
25 A I believe you're right.
0170
1 Q You believe that I'm right, that it was
2 sold?
3 A Yes.
4 Q Did you know that when you filed this
5 testimony?
6 A I wasn't aware of the fact that it had
7 been sold.
8 Q Now, would the reverse of this
9 statement be true, that if your service results
10 in a local charge but another company has an
11 offering that does not -- in other words, the
12 other company has to pay toll -- that that other
13 company would be disadvantaged?
14 A I believe that's correct. They would
15 be disadvantaged.
16 Q So if by virtue of your position in
17 this proceeding that, as a CMRS carrier, calls
18 from San Marcos to your Austin switch should be
19 treated as a local call --
20 A There are no calls from San Marcos to
21 my Austin switch.
22 Q To paging customers served by your
23 Austin switch.
24 A A call from San Marcos to a paging
25 customer served by my Austin switch would be
0171
1 subject to some access charges, depending on the
2 rate center of the NXK that the person called.
3 Q Well, let me ask you about this because
4 there are calls from San Marcos using 512-384
5 that would terminate to an Austin paging unit
6 Right?
7 A Austin paging unit -- the pager itself,
8 Q Yes, sir.
9 A Well, certainly.
10 Q So some of those are terminating to a
11 rate center, other than a ELCS rate center
12 Right?
13 A Are you saying that the pager itself is
14 a rate center?

15 Q No. I'm saying your NPA-NXXs
16 associated with your transmitters use different
17 rate centers, do they not? They're not all
18 assigned to Lockhart, are they?
19 A Certainly not.
20 Q So would you agree that calls to those
21 rate centers should be treated as a toll call if
22 that rate center is not within the local calling
23 area of San Marcos?
24 A Give me an example.
25 If I dial 512-384 and it terminates to
0172
1 a paging unit in Austin, Texas
2 A Okay, and --
3 Q Would you agree that that call
4 terminates to a rate center that's otherwise a
5 toll rate center from San Marcos?
6 A That call does not terminate at a rate
7 center that's --
8 Q It terminates to a paging customer
9 assigned within a -- or located within a rate
10 center that's not a local rate center to San
11 Marcos.
12 A We're getting kind of convoluted here.
13 Let's start over.
14 Q Okay. A call is placed from San Marcos
15 using 512-384.
16 A Correct.
17 Q It goes to a paging customer who is
18 physically within the city of Austin. Would you
19 treat that call as a toll call?
20 A Certainly not.
21 Q Because you only look to the rate
22 center that customer's number is assigned to for
23 rating purposes?
24 A And that's the way the FCC looks at it.
25 Q Will you show me the order that says
0173
1 that?
2 A The FCC has --
3 Q Will you show me the order that says
4 that?
5 A I do not --
6 Q Will you show me the order?
7 A No.
8 Q You don't have it?
9 MR. MCCOLLUGH: Objection, Your
10 Honor. First of all, she's harassing the
11 witness, and if she'll give him a second, he
12 will.
13 JUDGE WALSTON: He said he doesn't
14 have it with him there at the table so --
15 MS. BROWN: Can you identify that?
16 MR. MCCOLLUGH: It's right over
17 here. Your Honor.
18 JUDGE WALSTON: You'll have your
19 chance on redirect.
20 Q (By Ms. Brown) Can you identify that
21 order?
22 A Not by specific rules and numbers.

23 Q If you had access to Mr McCollough's
24 box of documents, could you locate it on your
25 own?

0174

1 A I could not
2 MR McCOLLOUGH Nobody
3 understands my organization system
4 (Laughter)

5 Q (By Ms Brown) So you don't know what
6 order from which you gather that rule as you
7 testify here?

8 A I do not recollect the specific order,
9 no.

10 Q If that order says that for rating
11 purposes -- for determining the jurisdiction of
12 a call for CMRS you look to the location of the
13 customer that originates the call and the
14 location of the paging or mobile customer when
15 the call is received --

16 A No, ma'am It's my understanding --
17 MS. BROWN Your Honor, I had not
18 completed my question

19 A Excuse me
20 JUDGE WALSTON Let her finish her
21 question

22 A Excuse me I'm sorry
23 Q (By Ms Brown) If the FCC rule is that
24 for purposes of determining the jurisdiction of
25 a call you look to the location of the caller

0175

1 when they place the call and the location of the
2 paging unit or mobile customer when they receive
3 that call, if that were the case -- if that's
4 the rule, then would you agree that calls from a
5 San Marcos user in San Marcos to a paging
6 customer within any of the terminal areas that
7 we've identified on the board would be toll,
8 except for Lockhart?

9 A I don't agree with your original
10 assumption

11 Q I understand that, but I didn't ask you
12 to agree to it, but if that's the rule, would
13 you agree with me that those calls would be
14 toll?

15 A I would have to be shown that's the
16 rule before I would agree to it

17 Q Let's say there's another rule Let's
18 say the other rule is that you're permitted to
19 make reasonable accommodation with the carrier
20 with whom you're interconnected for the purpose
21 of determining or allocating your traffic to
22 those jurisdictions Would you be agreeable to
23 doing that?

24 A Say that again, please

25 Q Let's assume the rule says that because

0176

1 it's sometimes difficult to know exactly where
2 the mobile customer is when that call is placed
3 that the parties that are exchanging traffic
4 with one another can make a reasonable agreement

5 with respect to that traffic, are you willing to
6 do that if that were the rule?

7 A Am I willing to make a reasonable
8 agreement?

9 Q Along the lines that you would allocate
10 the traffic based on the potential possibilities
11 of where that customer might physically be

12 A I stated before that I would not give
13 up any rights or privileges afforded to me by
14 the FCC, and that -- if that were the rule or
15 that were the reasonable agreement that the
16 other party was seeking, I would have to say
17 that in my opinion that would not be a
18 reasonable agreement.

19 Q You wouldn't be willing to abide by it?

20 A I would not agree to it

21 Q You would have to be ordered to do so?

22 A That's correct.

23 Q At the bottom of Page 16, you state at
24 Line 15, "Similarly, it is well known that
25 Internet users avoid an ISP if they must pay

0177

1 long distance to get to the ISP since it
2 significantly increases the cost of Internet
3 access " Do you see that?

4 A Yes

5 Q Would you --

6 MR McCOLLOUGH Your Honor, can
7 we have just a second? That may have been
8 stricken

9 MS BROWN: I think it starts --
10 the striking I have starts with the next
11 sentence

12 MR McCOLLOUGH I apologize I
13 just recall it was the subject --

14 MS BROWN: We can strike it
15 (Laughter)

16 MR McCOLLOUGH I'm not agreeing
17 to strike it, but I was fixing to say, if you
18 insist on crossing on it, it's coming in

19 (Laughter)

20 JUDGE WALSTON. The only sentence
21 that was stricken was at the top of Page 17 that
22 begins with "The Texas legislature "

23 MR McCOLLOUGH Thank you Thank
24 you I apologize

25 Q (By Ms Brown) Okay "Internet users

0178

1 will avoid an ISP if they must pay long distance
2 to get to the ISP " Do you see that?

3 A Yes

4 Q Would you agree with me that a number
5 of ISPs purchase 800 type access so that
6 customers -- their customers can avoid paying a
7 long distance charge?

8 A This is their decision to make, and I'm
9 sure that some do that

10 Q How many Internet service providers
11 currently operate in San Marcos?

12 A I don't have the exact number -- total

13 Q A few? Have you investigated that
14 number? Several
15 A Several
16 Q How many of those get toll-free calling
17 to Austin?
18 A I'm not aware of any
19 Q Did you make any investigation of the
20 number of Internet service providers that exist
21 in San Marcos?
22 A No, I did not
23 Q Mr. Gaetjen, at several places in your
24 testimony, Page 17, Lines 8 through 10; Page 19,
25 Lines 6 through 7; Page 20, Lines 4 to 7, you

0179
1 claim that CenturyTel refused to respond to some
2 of the discovery requests. Does that statement
3 need to be corrected?

4 A I do not think it needs to be
5 corrected

6 Q Then Page 17, Line 8, you state, "We
7 asked CenturyTel a series of questions designed
8 to determine what arrangements, if any, they
9 have with other carriers, but they refused to
10 answer them." Please identify each request you
11 asked that CenturyTel refused to answer that
12 supports that statement

13 A The main request that I remember is do
14 the supposedly ELC trunks physically go through
15 the Austin tandem

16 Q Can you show me the RFI -- and I'll let
17 your counsel assist you on this -- that you say
18 CenturyTel refused to answer

19 MR MCCOLLOUGH. Can I shorten
20 this for just a second? This direct was
21 submitted at a time when our motion to compel
22 was pending. Subsequent to that, CenturyTel was
23 required to produce supplemental answers, and it
24 did so. So to some extent, this statement is
25 dated

0180

1 MS BROWN I'm just trying to
2 inquire to what extent it's true as of this
3 date, because it's -- if I were a commissioner,
4 I would want to know if a party in a proceeding
5 before me had refused to respond properly to
6 discovery. So I would like to get it clear what
7 the state of the record is today

8 JUDGE WALSTON. Do you agree,
9 Mr. McCollough, that they've, I guess, responded
10 to the discovery requests?

11 MR. MCCOLLOUGH. They have
12 supplied answers to each of the questions that
13 you ordered them to respond to, Your Honor. I
14 have to tell you I don't think they were fully
15 responsive but --

16 JUDGE WALSTON. Some information
17 was provided?

18 MR. MCCOLLOUGH. Some information
19 was provided. There are no questions that
20 remain outstanding subsequent to your orders on

21 the motion to compel

22 JUDGE WALSTON. Does that satisfy
23 your needs?

24 MS BROWN. Your Honor, that still
25 sounds like, and as Scott said, we weren't fully

0181

1 responsive. I want to clear this up. We
2 believe we've been fully responsive. There's no
3 motion to compel pending.

4 JUDGE WALSTON. That's what I was
5 about to say. I believe Mr. McCollough is
6 correct that this testimony was filed before
7 motions to compel were ruled upon, and I think
8 the record is clear. There are no further
9 motions to compel after CenturyTel responded
10 based on the order that was entered.

11 MS BROWN. You know, I need to be
12 able to support in this record -- if there's any
13 claim made in briefs, that CenturyTel was not
14 responsive, I want to be able to clear that up
15 on the record today.

16 JUDGE WALSTON. I don't know that
17 it can get it any clearer than what we've stated
18 at this point, can it?

19 MR. MCCOLLOUGH. Not with this
20 witness.

21 Q (By Ms. Brown) Would the same response
22 be true with respect to your statement at Page
23 19, Lines 6 and 7?

24 A Yes

25 Q The same with respect to your statement

0182

1 at Page 20, Lines 4 through 7?

2 A What page?

3 Q Page 20, Lines 4 through 7

4 A Yes

5 Q Have you supplemented your direct
6 testimony since CenturyTel responded to the
7 motion to compel?

8 A I believe I did file a rebuttal
9 testimony.

10 Q But you haven't supplemented your
11 direct?

12 A No

13 Q Now, at Page 18, you begin a discussion
14 of ISDN, and at Page 19, you say, at Line 2, "We
15 believe that CenturyTel ISDN users in San Marcos
16 can connect at 64 kbps to ISPs who obtain ISDN
17 connectivity from Southwestern Bell in
18 Lockhart." What's the basis for that belief?

19 A This is a belief that we have. I have
20 no personal proof one way or another.

21 Q Do you have any proof one way or
22 another?

23 A I have users who have not been able to
24 connect at 64k from Lockhart when they're
25 calling from San Marcos

0183

1 Q Through your switch over the toll
2 trunks that get that traffic to your switch?

3 Have they ordered an ISDN circuit from San
4 Marcos to Lockhart?
5 A Yes
6 Q Who?
7 A Not from San Marcos to Lockhart.
8 Q Does your statement -- so where have
9 they ordered it?
10 A Generally when you order an ISDN
11 circuit, you order it from the ILEC.
12 Q From what point to what point though?
13 A Generally from the end office that
14 you're closest to.
15 Q To where?
16 A To your location
17 Q Okay So the customer -- describe how
18 you would do that between San Marcos and
19 Lockhart What route are you seeking ISDN over
20 from San Marcos to Lockhart?
21 A From a user in San Marcos to a Lockhart
22 NXX or NXX rate center in Lockhart
23 Q Has that end user ordered ISDN from
24 CenturyTel?
25 A I believe so, yes

0184
1 Q Where has that end user asked that that
2 ISDN circuit be terminated?
3 A I don't believe that the end user
4 designates a place to terminate the ISDN
5 Q You understand that there are
6 arrangements where a customer can order ISDN
7 from one exchange to another exchange?
8 A I'm not aware of how you would do that
9 Q Does this end user that you're speaking
10 of -- is that an end user that wants that call
11 to go to an ASAP NPA-NXX in Austin from San
12 Marcos?
13 A No, ma'am
14 Q Where do they want it to go?
15 A They want it to go to an NPA-NXX with
16 a rate center in Lockhart
17 Q But an ASAP NPA-NXX?
18 A Yes
19 Q We know that goes over a route from San
20 Marcos to Austin?
21 A This is what CenturyTel and
22 Southwestern Bell are telling us
23 Q Do they ask that there be an ISDN
24 circuit to your switch in Austin?
25 A Does who ask?

0185
1 Q This end user that wants ISDN to the
2 NPA-NXX that you've associated with a Lockhart
3 rate center It would have to come to your
4 switch in Austin, wouldn't it, to be able to
5 have ISDN to your switch?
6 A It would just -- after the end user
7 orders the switch and they make a call on an
8 ISDN line, it gets put into the public switched
9 telephone network
10 Q Right, and that public switched network

11 is not ISDN capable of every single circuit, is
12 it?
13 A It should be, in my opinion The big
14 push is for broadband, and the phone companies
15 are trying to get everybody up to the 21st
16 century
17 Q So your complaint about ISDN is that
18 the whole public switched network should be made
19 ISDN capable on every circuit?
20 A I personally think it should be, yes.
21 Q The end user in this instance -- you're
22 not saying that they've ordered ISDN to your
23 switch or to your Lockhart rate center. You're
24 saying they ought to get it just by the fact
25 that they pick up the phone in San Marcos and

0186
1 dial one of your NPA-NXXs?
2 A That's correct
3 MS. BROWN Your Honor, I pass the
4 witness
5 JUDGE WALSTON Okay.
6 MR. MCCOLLOUGH: During the lunch
7 break, CenturyTel apparently --
8 MR. STEWART At what point do I
9 come in the order?
10 JUDGE WALSTON Next. I think
11 he's just making a comment on an exhibit.
12 MR. MCCOLLOUGH I'm talking about
13 an exhibit, and then I'll let you go You can
14 go ahead. They prepared a letter-sized
15 representation of CenturyTel Exhibit 7 I do
16 want to note for the record that this is
17 different than the way that the big diagram
18 looked at the time it was offered. Since then
19 there was a box in red that says ISP
20 MS. BROWN I'll reoffer the
21 exhibit, Your Honor, if that's the point.
22 MR. MCCOLLOUGH It is the point.
23 At the time it was offered, that box wasn't
24 there

25 JUDGE WALSTON The ISP is shown
0187
1 in the ASAP switch?
2 MR. MCCOLLOUGH Yes Now that
3 the exhibit -- the big exhibit with the
4 reproduction has been offered, I -- so long as
5 the same limitation as before applies in terms
6 of the purpose and scope of the offer, that it
7 is to assist in the reading of the transcript, I
8 have no objection
9 JUDGE WALSTON Is that fine,
10 Ms. Brown?
11 MS. BROWN. Yes, Your Honor So I
12 reoffer the big exhibit and the small exhibit
13 JUDGE WALSTON All right Now
14 the big exhibit actually appears to have
15 another -- something else written on it, too
16 Just ASAP -- what's that dot right under there
17 on the left?
18 MR. MCCOLLOUGH. "Just ASAP"

21 JUDGE WALSTON: Do you have a
22 response?
23 MR. MCCOLLOUGH: I haven't asked
24 for a hearsay statement yet. I asked whether he
25 has heard. There's a difference.

0211
1 JUDGE WALSTON: Have you heard
2 from Bell? Without revealing what you've heard,
3 have you heard from Bell?

4 A: Yes, I have.
5 Q: (By Mr. McCollough) Is Bell presently
6 actively seeking collection of these bills?

7 MS. BROWN: Your Honor, again,
8 he's asking this witness to describe an out of
9 court statement, activity or response from
10 Southwestern Bell.

11 JUDGE WALSTON: I think he can
12 answer the question of whether they're seeking
13 to collect from him.

14 A: No, they are not.
15 MR. MCCOLLOUGH: No further
16 questions.

17 JUDGE WALSTON: Okay. Thank you,
18 Mr. Gaetjen.

19 MR. MCCOLLOUGH: Can we take a few
20 minutes?

21 JUDGE WALSTON: Yes. I was going
22 to say we've been going for awhile. Let's take
23 a -- we'll take a 15-minute break. I've got
24 about -- well, we'll resume at 4:20.

25 (Recess 4:04 p.m. to 4:22 p.m.)
0212

1 JUDGE WALSTON: All right.
2 Mr. McCollough, do you want to call your next
3 witness?

4 MR. MCCOLLOUGH: ASAP calls Fred
5 Goldstein.

6 (Witness sworn.)
7 JUDGE WALSTON: Will you state
8 your full name for the record, please?

9 A: Fred R. Goldstein.
10 JUDGE WALSTON: Mr. McCollough,
11 you can begin.

12 FRED GOLDSTEIN,
13 having been first duly sworn, testified as
14 follows.

15 DIRECT EXAMINATION
16 BY MR. MCCOLLOUGH:

17 Q: Mr. Goldstein, I would like for you to
18 look over there and see if you can find an
19 exhibit that's premarked ASAP Exhibit 1 -- I
20 mean, 11.

21 A: Yes, okay.
22 Q: Does that appear to be your resume?
23 A: This appears to be my resume.
24 Q: Are you still with TIAX?
25 A: No, I am not.

0213
1 MS. BROWN: I don't have the
2 resume. I'm sorry.

3 MR. MCCOLLOUGH: It was produced
4 in discovery. That's our Exhibit 11.
5 Q: (By Mr. McCollough) Other than the
6 representation that you are a senior consultant
7 in communications, information technology
8 practice at TIAX, formerly the technology and
9 innovation line of business of Arthur D. Little,
10 is the rest of the -- let me back up. Is this
11 your resume?

12 A: Yes, this is.
13 Q: Is the information that's contained on
14 it correct, other than the representation with
15 regard to TIAX?

16 A: Yes, it is.
17 Q: By whom are you employed at the
18 present?

19 A: I'm self-employed.
20 Q: Are you still doing consulting?

21 A: Yes, I am.
22 Q: Do you consider yourself an expert in
23 the telecommunications industry?

24 A: Yes, I do.
25 Q: Approximately how many years experience

0214
1 do you have?
2 A: About 25 years.

3 MR. MCCOLLOUGH: I offer ASAP 11
4 JUDGE WALSTON: Any objection?
5 MR. STEWART: No objection.
6 JUDGE WALSTON: ASAP 11 will be

7 admitted.
8 (ASAP Exhibit No. 11 admitted.)
9 Q: (By Mr. McCollough) Now, if you
10 could, turn to ASAP 10. Does that appear to be
11 direct testimony consisting of approximately ten
12 pages?

13 A: Yes.
14 Q: Was this testimony prepared by you or
15 under your direction and control?

16 A: Yes.
17 Q: Is it true and correct to the best of
18 your knowledge and belief?

19 A: Yes.
20 Q: If I were to ask you the questions that
21 are contained on ASAP Exhibit 10 today, would
22 your answers be the same?

23 A: Yes.
24 Q: Do you have any changes that you need
25 to make at this time?

0215
1 A: Not that I am aware of, no.
2 MR. MCCOLLOUGH: I offer ASAP
3 Exhibit 10.

4 JUDGE WALSTON: I believe the
5 objections have been ruled on. I didn't grant
6 any of them with respect to Mr. Goldstein. I
7 don't believe. So ASAP No. 10 will be admitted.

8 (ASAP Exhibit No. 10 admitted.)
9 MR. MCCOLLOUGH: Pass the witness,
10 Your Honor.

5 intraMTA traffic?
6 A Since it's my only connection, yes
7 Q Is it your position you're entitled to
8 reciprocal compensation for interMTA traffic?
9 A InterMTA traffic?
10 Q Yes, sir.
11 A I don't believe I am.
12 Q Now, do you have an agreement with
13 respect to Southwestern Bell as to the 512-222
14 number -- or let me rephrase that
15 Isn't the -- isn't there a tariff that
16 governs the charges associated with the 512-222
17 number?
18 A Yes, there are
19 Q So when you testified that Bell does
20 not charge you usage based on where your paging
21 customer is at the time a call to one of those
22 numbers is made, would you agree with me that
23 Bell's charges to you would be governed by their
24 tariff, not by FCC rule or some other source?
25 A I believe that's correct

0207
1 Q Now, you also said that you don't
2 charge Bell and Bell doesn't charge you for any
3 of these interconnections Is that right?
4 A That's correct.
5 Q Do you have any outstanding bills that
6 Bell -- do you have any outstanding bills with
7 Bell with respect to your interconnection trunks
8 with them?
9 A Depends upon who you ask It's an
10 opinion.
11 Q I'm asking you
12 A In my opinion, I do not have any
13 outstanding bills with Bell
14 Q Let me ask it this way Has Bell
15 issued a bill to you that you have refused to
16 pay?
17 A Yes, they have
18 Q Does that bill relate to the
19 interconnection trunks between the Greenwood
20 tandem and your ASAP switch?
21 A Yes, it does
22 Q What is the nature of the disagreement?
23 A My understanding, according to the
24 communications act of 1996, is that I am no
25 longer obligated to pay for access The bills

0208
1 that I received from Southwestern Bell for
2 access I do not pay The bills that I receive
3 from Southwestern Bell for usage on my LATAwide
4 numbers, I pay
5 Q Do you have any similar dispute with
6 Verizon?
7 A I do not
8 Q Are there any outstanding bills between
9 you and Verizon?
10 A Not at the present time
11 MS BROWN. That's all I have,
12 Your Honor

13 JUDGE WALSTON Mr Stewart?
14 RECROSS-EXAMINATION
15 BY MR STEWART
16 Q Mr Gaetjen, can you name for me one of
17 ASAP's NPA-NXXs associated with Austin -- in
18 other words, not 512-222
19 A 512-202.
20 Q 202 would be an example Okay, thanks
21 Can you name any Austin LATA exchange that is
22 not local or extended local or EAS to Austin?
23 Do you know of any?
24 A I didn't understand the question
25 because you said LATAwide NXX That's not local

0209
1 to Austin
2 Q I'm sorry If I said LATAwide, I
3 didn't mean to say that Can you name any
4 exchange in the Austin LATA that is not local or
5 extended local or EAS to Austin?
6 A I can name several -- Lockhart
7 Q Now, I want to do a variation on a
8 question that Mr McCollough asked you where he
9 asked you to assume there's a 512-222 pager and
10 it's physically in New York and there's a call,
11 and he asked you if there are any usage charges
12 or other charges
13 I want to ask you, if there's a call
14 that's made from a Southwestern Bell customer in
15 Lockhart, landline, to a 512-202 pager that's
16 physically in New York, would there be any
17 charge from Southwestern Bell to ASAP?
18 A No, there would not
19 Q Is that -- is that an answer based on
20 experience or what you believe would occur?
21 A That's an answer based on experience
22 MR STEWART Thank you That's
23 all

24 JUDGE WALSTON Okay
25 MR MCCOLLOUGH One last round,

0210
1 if I can
2 JUDGE WALSTON Okay
3 FURTHER REDIRECT EXAMINATION
4 BY MR MCCOLLOUGH
5 Q You indicated that there were certain
6 bills outstanding from Southwestern Bell Have
7 you had communications with Bell about those
8 bills?
9 A Yes, I have
10 Q Do you know why you got those bills
11 from Bell?
12 A I can surmise that in Bell's opinion I
13 should be paying for access In my opinion and
14 in the opinion of the FCC, I'm a peer of the
15 ILECs and do not have to pay for access
16 Q Have you received any indication from
17 Bell that they understand your failure to pay?
18 MS BROWN Your Honor, I object
19 because that calls for hearsay He's asking
20 this witness what Bell has said to him

15 Q (By Mr. McCollough) You had some
16 questions from Ms. Brown about Page 8 of your
17 testimony, Lines 10 through 11, "Under FCC
18 rules, CMRS carriers are entitled to
19 interconnect at the access tandem using Type 2A
20 interconnection and connect to the end offices
21 that subtend." Are there some words after
22 "subtend" that perhaps weren't mentioned during
23 your discussion with Ms. Brown?

24 A I believe there are
25 Q Is CenturyTel San Marcos connected to

0202

1 Southwestern Bell's Greenwood access tandem?
2 A It's my understanding that they are.
3 Q Even when a landline customer makes a
4 call to one of your customers who carry a pager,
5 is there any information that comes back to the
6 telephone company that originates the call when
7 the call is, say, completed?
8 A Not that I'm aware of
9 Q Let's talk about the signaling system 7
10 network for a minute. Does the originating
11 telephone company receive any signaling system 7
12 coming back that the call has been answered, for
13 example?

14 MS. BROWN: Your Honor, I would
15 object as this is outside the scope of cross

16 MR. MCCOLLOUGH: It's within the
17 scope of clarifying

18 JUDGE WALSTON: Okay, about
19 whether it's two ways or not?

20 MR. MCCOLLOUGH: Yes, sir

21 JUDGE WALSTON: I'll allow the
22 question. I'll just say it again. I'm not sure
23 I followed all your questions so -- I think I
24 did, but I'm not sure

25 Q (By Mr. McCollough) Even in a one-way
0203

1 paging situation, isn't there some information
2 that comes back to the originating telephone
3 company?

4 A Yes, there is

5 MR. MCCOLLOUGH: That's all I
6 have

7 JUDGE WALSTON: Ms. Brown, do you
8 have anything, based on my clarifying questions?

9 MS. BROWN: No, Your Honor

10 JUDGE WALSTON: Or do you,

11 Mr. Stewart?

12 MR. STEWART: No

13 MS. BROWN: I have a little

14 recross.

15 JUDGE WALSTON: Recross, okay

16 MS. BROWN: I'm sorry

17 RECCROSS-EXAMINATION

18 BY MS. BROWN

19 Q This goes back to Page 8, Lines 9
20 through 11. You say that -- here on cross, if
21 an end office is connected to the access tandem
22 that you are entitled to receive traffic from

23 that end office. How do you define connected?

24 For example, if I place a call from New
25 York to Austin, I would be -- my New York end

0204

1 office would be connected to the Austin tandem
2 for the purpose of that call, would it not?

3 A I would assume it would be.

4 Q So how would you define "connected" as
5 you use it in this sentence?

6 A How would I define "connected" as I use
7 it in that sentence?

8 Q How would you define "connected" in
9 terms of end offices from which you should
10 receive traffic?

11 A I'm not sure I understand the question.

12 Q How would you define "connected"? It
13 says you should -- you're entitled to

14 interconnect at the tandem and connect to the
15 end offices that subtend that tandem or are
16 connected to that tandem. So define for me
17 geographically what end offices would fall
18 within that last clause connected to the access
19 tandem

20 A Any end offices that are connected
21 within the LATA to the tandem

22 Q Any end office within the LATA?

23 A As long as I have a single POI in the
24 LATA, I should be able to receive, from my NXXs,
25 calls to them

0205

1 Q Would you agree with me that your right
2 to reciprocal compensation from an ILEC carrier
3 that delivers traffic to you would be limited to
4 local calls, or do you know?

5 A Say the question again, please

6 Q You said could you charge -- in
7 questions from Mr. McCollough, you said could
8 you charge Southwestern Bell for traffic that
9 comes to you from the 512-222 NPA-NXX, and you
10 said you believe that you could and that would
11 be reciprocal compensation. Do you recall that?

12 A Yes.

13 Q Would you agree with me that your right
14 to receive reciprocal compensation is limited to
15 local traffic?

16 A I believe that's correct

17 Q How do you define what's local for
18 purposes of that?

19 A The definition that, in my opinion, is
20 used is from one NXX to another NXX that is
21 within the local calling scope of that NXX

22 Q Isn't that how Southwestern Bell
23 defines those calls that come to your 512-222 --
24 well, I'll scratch that question

25 Would you agree with me that your

0206

1 facilities from Southwestern Bell -- the traffic
2 that flows over the facilities you have that
3 interconnect you with Southwestern Bell, would
4 include both interMTA traffic as well as

25 center -- let me back up.

0197

1 Did the number that you get from
2 Southwestern Bell have a rate center associated
3 with it?

4 A Yes, it did

5 Q If a user that was in a different rate
6 center tried to reach the local number that you
7 got from Bell, they would pay toll Right?

8 A That's correct

9 Q In your opinion, with regard to paging
10 type services -- one-way paging type services,
11 what has the industry always looked to in order
12 to determine whether the calling party was to be
13 charged long distance?

14 MS. BROWN: Your Honor, I object
15 to the question This witness has not been
16 designated as a spokesman for the industry I
17 think he might testify as to what his
18 operation -- you know, facts within his
19 knowledge, but the question was stated as to the
20 industry, and I'm not sure this witness is
21 qualified to respond for the industry

22 JUDGE WALSTON: I think he's shown
23 he's experienced in the industry, and I'll allow
24 him to answer.

25 A You didn't get to finish your question

0198

1 Q (By Mr McCollough) What has the
2 industry always looked to in terms of whether
3 the calling party incurred a toll when it was
4 calling a paging number -- a number used for
5 paging services?

6 A In my experience in the industry, the
7 call was rated from one NXX to another NXX
8 simply because a one-way pager cannot be tracked
9 as to where its location is at all times

10 Q You have some 512-222 numbers. Do you
11 recall testifying about that?

12 A Yes.

13 Q What rate center is the 512-222 NXX
14 associated with?

15 A The Austin rate center

16 Q If a Southwestern Bell Austin landline
17 customer dials 512-222 and the other four
18 numbers that is used by one of your customers
19 who carry a pager, is Southwestern Bell's
20 customer charged a toll?

21 A They are not

22 Q Do you incur a usage charge from
23 Southwestern Bell under the reverse billing
24 arrangement?

25 A I do not

0199

1 Q Does it matter at all where the paging
2 customer physically is?

3 A It has never come into the equation
4 ever.

5 Q So that customer is in New York, has a
6 512-222 pager with nationwide coverage A

7 Southwestern Bell local customer in Austin dials
8 a 512-222 number and then four other digits
9 associated with this pager, local to the
10 Southwestern Bell end user Correct?

11 A Correct.

12 Q Do you incur a usage charge?

13 A I do not

14 Q In your experience, when one of your
15 customers is obtaining your services, what is
16 important to your customer in terms of what its
17 number is?

18 A My customer who gets a pager from me is
19 getting a pager so that his customers, his
20 family, his employees or his employer can get a
21 hold of him in a timely fashion, and they seek
22 to make it as inexpensive and efficient as they
23 possibly can So they would attempt to get a
24 local number so that, again, their family, their
25 employee or employees or associates would not be

0200

1 inconvenienced by having to pay a long distance
2 call to call their pager.

3 Q Is the revenue from the ISP customers
4 that you serve -- is that a significant portion
5 of your overall revenue?

6 A It is not The revenues derived from
7 the ISP portion of our business is slightly more
8 than 10 percent and less than 15 percent of our
9 total revenues

10 Q Is Southwestern Bell being compensated
11 in any way for the use of its facilities where
12 it picks up calls from CenturyTel in San Marcos
13 and transports it to its tandem and then
14 switches the call to you for hand-off?

15 A I am not aware of any compensation

16 Q You do not pay them?

17 A I do not pay them

18 Q Could you charge Southwestern Bell for
19 services that you provide to Southwestern Bell?

20 A I believe paging traffic is subject to
21 reciprocal compensation, and if we so desired,
22 we could send a bill to Southwestern Bell for
23 reciprocal compensation

24 Q Is it your understanding that
25 Southwestern Bell, if it chooses, is entitled to

0201

1 be compensated for transit -- the transiting
2 function?

3 A I believe that I have read some
4 information that indicates that if Southwestern
5 Bell were to bill for transiting traffic that I
6 would be obliged to pay it

7 Q So we have a situation where each side
8 could send a bill to the other?

9 A That's correct

10 Q But neither side is sending a bill to
11 the other?

12 A I believe they call it bill-and-keep

13 JUDGE WALSTON Call it what?

14 A Bill-and-keep

19 transmitters "
20 MS BROWN: That's at the bottom
21 of the -- it's right here, Your Honor, at the
22 very bottom
23 MR McCOLLOUGH It's on there,
24 just in a different spot.
25 JUDGE WALSTON: Okay. So then
0188
1 CenturyTel 7, as presented in the reduced
2 version will be admitted with the understanding
3 it's admitted for the purposes of explaining the
4 cross-examination and not necessarily for the
5 truth of the matter Mr. Stewart?
6 MS BROWN: Oh, Your Honor I'm
7 sorry.
8 JUDGE WALSTON: Go ahead
9 MS. BROWN: I have one more
10 exhibit to tender.
11 MR McCOLLOUGH You passed. You
12 passed.
13 (Century Exhibit No. 12 marked)
14 MR McCOLLOUGH. Brook, you don't
15 have to authenticate it or prove this up I
16 won't object to its admission, subject to the
17 understanding it's confidential It's a
18 discovery response
19 JUDGE WALSTON Did you have any
20 questions to ask Mr. Gaetjen about it, or are
21 you just offering it?
22 MS BROWN I'm just offering it,
23 Your Honor
24 MR McCOLLOUGH I'm just going to
25 let it in rather than go through all the
0189
1 rigmarole of proving it up, subject to the
2 understanding it's confidential
3 JUDGE WALSTON: Exhibit CT-12 will
4 be admitted as a document that continues to be
5 confidential
6 (CenturyTel Exhibit No 12
7 admitted)
8 JUDGE WALSTON. Now, Mr. Stewart?
9 MR STEWART Thank you, Your
10 Honor
11 CROSS-EXAMINATION
12 BY MR STEWART
13 Q Hello, Mr Gaetjen First, to step
14 back a little bit, one of the questions
15 Ms Brown asked you was in regard to the
16 hypothetical where a Kyle end user dials
17 512-580, and she asked you about what sort of
18 arrangements ASAP had with Verizon and how that
19 was handled, and you responded that that was
20 handled as a seven-digit nontoll call Correct?
21 A That's correct
22 Q She had some questions for you about an
23 agreement, and I just wanted to clarify for my
24 understanding At one point she asked you a
25 question whether an agreement had been reached
0190

1 or whether there were simply no bills exchanged,
2 and let me try to ask that question another way
3 Is there a particular person at
4 Verizon -- person or persons at Verizon with
5 whom you communicated to reach this
6 understanding?
7 A No.
8 Q So it is in fact simply you have not
9 seen any bills and you have not sent Verizon any
10 bills?
11 A That's correct
12 Q Thank you Were you involved in the
13 process where ASAP requested the 512-384
14 NPA-NXX?
15 A Was I involved in it?
16 Q Correct
17 A I have a company who is my ALCN, and
18 when I decide or have the need for a new NXX, I
19 rely on the company to file the necessary
20 paperwork for me.
21 Q So the way that works is when you
22 decide you want a new NPA-NXX, you ask someone
23 else to handle that for you, and then you hear
24 back from them and -- as to when you've gotten
25 it?
0191
1 A After they file the necessary
2 paperwork -- they send me the forms after the
3 NXX is put into service, we file the necessary
4 forms to show that it's been put in service
5 Q Okay Are you familiar with the review
6 process that is done on that, to whom that --
7 the request goes and who grants the request?
8 A I believe the request goes to NANPA
9 Q Are you familiar with whether the state
10 in any way -- in particular, the PUC -- is
11 involved in that process?
12 A I'm not familiar with how they would be
13 involved
14 MR STEWART Okay That's all I
15 have, Your Honor
16 JUDGE WALSTON Okay.
17 Mr McCollough, I want to ask one or two
18 clarifying questions before you do your
19 redirect
20 CLARIFYING EXAMINATION
21 BY JUDGE WALSTON
22 Q Mr Gaetjen, I just have a couple of
23 questions to make sure I understand the flow of
24 things I don't know that it makes any
25 difference to the case, but just so I understand
0192
1 it, when -- and I want to talk about a call
2 going to an ISP I would assume there's
3 somebody at a computer that wants to connect to
4 the Internet and their modem would dial, like,
5 one of these 512-384 numbers Correct?
6 A Yes, sir
7 Q Then that goes how we talked about to
8 the ASAP switch in Austin Correct?

9 A Yes
10 Q Then it's -- however it's handed off,
11 it's handed off to the ISP provider Right?
12 A That's correct
13 Q Now, somehow the ISP provider connects
14 to the Internet or worldwide network Correct?
15 A That's correct
16 Q Does that come back into -- does ASAP
17 have any involvement with that?
18 A With the call coming back?
19 Q No, to the ISP connecting to the
20 Internet
21 A No.
22 Q Now, I know when I get on the Internet,
23 and let's say I'm looking at CNN news, and some
24 kind of image comes back to me Correct?
25 A That's correct

0193
1 Q So that image -- would that image at
2 least go back through the ASAP switch and back
3 to the person?
4 A Yes
5 Q But on all the paging calls where
6 someone is just calling a pager, that's just
7 strictly a one-way communication?
8 A Yes, sir

9 JUDGE WALSTON That's all I have
10 MR McCOLLOUGH I have some
11 redirect

12 REDIRECT EXAMINATION

13 BY MR McCOLLOUGH
14 Q Mr. Gaetjen, does this large exhibit,
15 CenturyTel Exhibit 7, list all of the
16 transmitters that are used as part of ASAP's
17 coverage area for the three NXXs in issue? Is
18 there a transmitter in Milano?

19 A Yes, there is I'm looking -- trying
20 to go over them in my mind, and I see that
21 Milano is not up there

22 Q Is that owned by ASAP?

23 A That particular transmitter is another
24 transmitter that's owned by and maintained by
25 Texas Communications, but it's considered part

0194
1 of ASAP's network

2 Q In that respect, it's like -- what was
3 it?

4 A Navasota and Bryan

5 MR McCOLLOUGH Ms Brown, would
6 you like to add that particular transmitter to
7 the exhibit, or would you prefer that your
8 exhibit be left sacrosanct?

9 MS BROWN Let me ask, counsel,
10 is that the only one?

11 MR McCOLLOUGH That's the only
12 we've thought of

13 MS BROWN Then let's correct the
14 exhibit and add it Do you know the county that
15 Milano is in?

16 MR ROBINSON Milam County

17 MR McCOLLOUGH So on the little
18 one, can we add Milano down at the bottom under
19 Rockdale?

20 JUDGE WALSTON I thought I heard
21 someone say Milam County Do you know if that's
22 correct, Mr Gaetjen?

23 A I would be remiss to say if it was or
24 wasn't

25 JUDGE WALSTON For now we'll just
0195

1 leave the county blank, but we'll put Milano.

2 A I don't see Gonzales up there. Saturn
3 is Gonzales

4 MR McCOLLOUGH So we can write
5 Milano Is this going to come in the record? I
6 don't know if we need to do this if it's not
7 actually physically going to be in the record

8 MS BROWN I would like to have
9 it in the record May I show you something?

10 MR McCOLLOUGH We'll agree it's
11 in Milam County

12 JUDGE WALSTON Okay. Just so the
13 record is clear, the parties agreed that
14 CenturyTel Exhibit 7 is being modified by adding
15 a -- or showing that a transmitter is located in
16 Milano, Milam County

17 Q (By Mr. McCollough) Mr Gaetjen, when
18 did you first start -- when did your network
19 first start actually sending pages to customers
20 who carried a pager?

21 A We actually started in the fall of
22 1989

23 Q At that time, how did you get phone
24 numbers?

25 A We were obliged to purchase them from

0196
1 Southwestern Bell

2 Q Did you only buy numbers from
3 Southwestern Bell?

4 A When we first began operations, we only
5 bought numbers from Southwestern Bell

6 Q What kind of numbers did you buy? Did
7 you buy local numbers or some other kind?

8 A When we first started, we bought local
9 numbers in Hallettsville, Texas

10 Q Did the calling party, the landline
11 customer who was trying to reach a paging
12 customer, were they charged toll for a call?

13 A They were not

14 Q Was ASAP Paging charged when that call
15 was made?

16 A We were not

17 Q There was no usage charge?

18 A There was no usage charge for that
19 call At that time, we did pay for our trunks

20 Q You did pay for your trunks, but not on
21 a usage basis for the calls themselves?

22 A Correct

23 Q If the end user was initiating a call
24 from a rate center different than the rate

25 the CLEC offers a smaller local calling area
0257

1 than the ILEC I don't know whether Texas has a
2 rule to that effect

3 Q So, in other words, you're saying if it
4 turns out that all CLECs and CMRS carriers in
5 Texas offer local calling scopes that are at
6 least as large as ILECs, you don't have any
7 reason to believe that that's the result of a
8 state statute -- a Texas state statute or rule?

9 A I'm not aware of a Texas state statute
10 or rule to that effect. Again, it might be an
11 interpretation, and this gets into a lot of,
12 frankly, conflict of rule because a CLEC is
13 allowed to define its own local calling area

14 That's one of the privileges of
15 CLECdom, and if they define a smaller one, does
16 that violate -- well, it doesn't violate calling
17 parity. Let me correct myself here. I don't
18 know if I'm correcting -- clarifying

19 A CLEC -- if a CLEC says, "My local
20 calling area consist of Lockhart and all the way
21 to Kyle but not San Marcos just because I'm
22 going to charge you five dollars a month extra
23 for having San Marcos," in other words, they
24 make it optional, let's just say that

25 If the CLEC chose to do that, then

0258

1 whether they were calling Verizon Kyle or
2 whether they were calling ASAP Kyle, it would
3 still have to be dialed the same way, because if
4 they call it a local call, then all carriers of
5 that rate center should be treated identically.

6 Now, if they don't call it a local
7 call, then, again, whether it's CenturyTel San
8 Marcos or ASAP San Marcos or Grande San Marcos,
9 it is, again, a toll call the same way. So the
10 dialing parity rule, as applied to an
11 originating carrier, need not force uniformity
12 of local calling area

13 That would explain the situation that I
14 am aware of where I know of one CLEC in a
15 different state that has a narrower local
16 calling area than the ILEC, depending on how one
17 interprets the ILEC tariff. I have to say it's
18 a very ambiguous tariff

19 MR STEWART Thank you. Pass the
20 witness

21 JUDGE WALSTON Let me ask one
22 clarifying question

23 CLARIFYING EXAMINATION

24 BY JUDGE WALSTON

25 Q Maybe this is in your direct testimony

0259

1 and the distinction missed me when I read it,
2 but if I understood your testimony here, you
3 said a CMRS has a single POI and a single IP,
4 point of interconnection and interconnection
5 point. Is that correct?

6 A Yes

7 Q That's the minimum requirement?

8 A Minimum requirement

9 Q Could you tell me in your opinion what
10 is the POI for ASAP?

11 A In the case of ASAP, the POI would be
12 on Wonder World Drive in San Marcos

13 Q Okay. What's physically located there?

14 A Is a Southwestern Bell hut where their
15 transmission facility meets the CenturyTel
16 transmission facility

17 Q Okay. Then what would ASAP's IP be?

18 A That would be the Greenwood tandem

19 JUDGE WALSTON All right. Thank
20 you.

21 REDIRECT EXAMINATION

22 BY MR. MCCOLLOUGH

23 Q There was a lot of discussion of
24 calling scope and what various kinds of carriers
25 can or must offer. Calling scope, does that

0260

1 pertain to calls going out from a carrier or
2 calls coming in to a carrier?

3 A Well, typically it applies to calls
4 going out -- is really the question. A carrier
5 defines its outgoing calling area. Its incoming
6 calling area is defined by all other carriers
7 that do or don't have it in its calling scope.

8 Q So would ASAP have a calling scope?

9 A No

10 Q Could you define or expand a little bit
11 more on what you meant when you said that a POI
12 is physical and IP is logical?

13 A Yes, a POI is essentially a point where
14 the fiber terminates or meets, where the
15 companies' transmission facilities -- it could
16 be a fiber terminal. It could be a midspan
17 meet. It's some kind of point where the testing
18 takes place on the physical -- if there's a
19 problem getting between the two carriers. It's
20 a point where I own this side of the wire. You
21 own that side of the wire. A technician goes
22 out and says, "Well, it works to here. It's
23 your problem." So a POI is really a
24 technician's troubleshooting point as well as an
25 ownership point as far as the ownership of the

0261

1 actual wire

2 An IP is a port on a switch. It's
3 physical in a sense, but it really is where in
4 the logical telephone network it meets. So it's
5 a switch -- it's more a point on a switch rather
6 than a point in a transmission plant

7 Q Is it possible for there to be more
8 than one rate center within a local calling
9 area?

10 A Certainly

11 Q I think I heard you express the opinion
12 that carriers should respect other carrier's
13 rate center assignments. Could you explain --
14 first of all, did you express that opinion?

9 you base that discussion of points of
10 interconnection and interconnect points?
11 Is it based on any particular FCC
12 decisions, any particular state decisions, your
13 understanding of industry practice, just your
14 own ideas?

15 A Okay, the terminology is typically
16 defined in the front of a CLEC interconnect
17 agreement or probably a CMRS interconnect
18 agreement. I have been involved in cases
19 involving the so-called GRIP, the geographically
20 relevant interconnect point, question, and I
21 believe I even testified on a case in that in
22 Massachusetts I'm not for sure, and in the
23 GRIP case, the actual, you know, question
24 sometimes involved a POI, sometimes involved an
25 interconnect point, and quite frankly, the two

0253
1 topics can be very confusing

2 They are sometimes used in exchange for
3 each other, and I've tried very hard over the
4 past few months to really clarify for myself the
5 distinction between the two because it is very
6 relevant in certain cases like this, but this is
7 something that comes up in interconnection
8 disputes quite often as of late

9 Q So is it, for example -- maybe I'll
10 break it down -- the definition that you -- the
11 responses that you gave that I guess essentially
12 constituted a definition of point of
13 interconnection, that was based on your
14 understanding as it's developed?

15 A Yes, I'm paraphrasing what I understand
16 the definitions in an interconnect agreement
17 would say. I, frankly, have no knowledge of
18 these terms before the telecommunications act
19 and interconnect agreements came out that
20 actually required a clarification of these two
21 terms.

22 Q In a situation involving an
23 interconnection agreement though, you're saying
24 you would, of course, look to the definition of
25 point of interconnection or interconnect point

0254
1 in that agreement?

2 A That's right.

3 Q Or if there were a definition in a
4 tariff, you would look to the tariff?

5 A That's right I'm giving my
6 understanding from memory of what the terms are
7 used to mean

8 Q I'm trying to formulate a question
9 regarding -- I'm not sure I understood with
10 respect to CMRS If there's an interconnect
11 point that is different from the point of
12 interconnection -- is an interconnect point
13 necessarily different from the point of
14 interconnection?

15 A Not necessarily, to the extent where
16 they could take place in the same building It

17 could happen

18 Q Okay Were you expressing an opinion
19 one way or the other as to ownership of -- I'm
20 going to try to use your words -- channel -- you
21 used the word "channel" at one point --
22 ownership of the channel or trunk between the
23 point of interconnection and interconnect point?
24 Did you express an opinion one way or another on
25 that?

0255
1 A I don't know if I did express an
2 opinion

3 Q Do you have one?

4 A Yes I guess my opinion would be that
5 that is negotiable -- that that depends upon
6 state practice and the terms of the interconnect
7 agreement itself It's quite common -- I guess
8 in the case of a CLEC, the originating carrier
9 has the cost responsibility for the trunks
10 originating calls in either direction

11 So someone who is only receiving calls
12 doesn't have cost responsibility for the
13 channels between the point of interconnect and
14 the interconnect point It's the originating
15 carrier who normally has the responsibility

16 Q The answer you just gave, which was the
17 answer I was wanting an answer one way or
18 another, is based on --

19 A I believe that's -- well, whether it's
20 the telecom act or the FCC's interpretation of
21 it, when they discuss -- there is a section that
22 specifies that the cost of the interconnection
23 is proportioned to the direction of the traffic.
24 that, you know, an originating carrier pays
25 their share of the interconnection facility

0256
1 It's the notion of a sent paid call,
2 that the originating side bills its customer to
3 send the call all the way to the IP of the
4 terminating customer -- of the terminating
5 carrier, pardon me

6 Q You referred -- and maybe one way to
7 best bring back this moment is that you used the
8 word "daft," but you expressed an opinion that a
9 CLEC would not offer a local calling scope
10 smaller than an ILEC or -- and a CMRS carrier
11 would not Do you -- and I just want to
12 clarify

13 You then also said the market forces or
14 the telecom act or the state Do you believe
15 that there is -- do you have an opinion that
16 there is a state restriction in that regard that
17 the state requires?

18 A I don't know In fact, I can think of
19 cases where -- I thought of a case where the
20 local calling area from the CLEC is in fact
21 smaller

22 Q I'm sorry Let me interrupt I do
23 mean to restrict to Texas Go ahead

24 A I'm not aware of in Texas a case where

19 optional calling plan depends on the state I
20 know of places where optional calling may
21 include a 1-plus even though it's billed as
22 local because it's an optional -- because of the
23 way it's handled. That's -- again, those get
24 into the types of options that a state has for
25 additional services

0248

1 Q Would you agree with me that the state
2 defines what is a local calling area?

3 A I would agree that in most states the
4 state commission defines what in the ILEC tariff
5 is a local calling area, that in the case of a
6 CLEC, where a call is originated by a CLEC, that
7 the CLEC defines its local calling area, but the
8 state defines -- or the state approves the ILEC
9 tariff, which defines its local calling area

10 Q Now, do you understand that there
11 are -- strike that, please

12 At Lines 28 and 29 you say, "Carriers
13 should not be allowed to discriminate among
14 other carriers in setting up local calling
15 areas. Again, the LERG assignments of rate
16 centers should be definitive." Are you saying
17 the LERG determines what is a local calling
18 area?

19 A No. The LERG determines what rates --

20 Q There's no question pending

21 A I was clarifying it, no

22 MR. MCCOLLOUGH Did the court
23 reporter get his completion to the question? I
24 ask that he be allowed to complete his answer so
25 he can fully answer the question

0249

1 MS. BROWN Your Honor, I believe
2 he responded to the question. The question was
3 does the LERG define the local calling area, and
4 his response was no. Now, he was going to go on
5 beyond that, but I don't believe there was a
6 question

7 JUDGE WALSTON. At this point, I
8 think he answered the question

9 Q (By Ms. Brown) It's your opinion that
10 if there is local calling between any two
11 carriers, then every other carrier within
12 the same rate center must have the same local
13 calling arrangement?

14 A If there is local calling from an ILEC
15 to another rate center, yes, the same local
16 calling arrangement should apply to all other
17 carriers in the same terminating rate center

18 Q That, again, is based solely on Section
19 51.207 Do you base that on any other rule?

20 A That is the primary rule. There may
21 well be other rules. Again --

22 Q You base your opinion on --

23 A I'm basing mine upon 51 --

24 Q May I finish?

25 MR. MCCOLLOUGH I would ask that

0250

1 Ms. Brown let the witness finish. He was
2 certainly being responsive

3 JUDGE WALSTON: I think -- now
4 we're talking over each other. I think both are
5 talking over each other. So let's make sure one
6 finishes before the other starts.

7 Q (By Ms. Brown) The opinion that you
8 express at Lines 28 to 29, is it based on any
9 rule or order, other than Section 51.207?

10 A While I believe that 51.207 is in and
11 of itself adequate to reach the conclusion that
12 we reach, I am not stating that there are no
13 other rulings that parallel it or carry the same
14 impact. There may be others. Again, that
15 becomes a point of law.

16 MS. BROWN: Your Honor, I would
17 like to ask that the witness be instructed to
18 answer the question.

19 JUDGE WALSTON I think he
20 answered it to the best of his ability. I think
21 he's saying that --

22 MS. BROWN. Well, I was -- my
23 question was does he base his opinion on
24 anything else, and he said, "Well, maybe there
25 are other orders," but I'm asking does he have

0251

1 another order in mind when he states this
2 opinion

3 JUDGE WALSTON: Do you have any
4 other orders in mind?

5 A I don't have a specific name of one
6 that I can cite. I can cite decisions by other
7 states, for instance, Michigan

8 JUDGE WALSTON. That's okay
9 Ms. Brown will ask you if she wants it.

10 MS. BROWN I pass the witness.

11 JUDGE WALSTON Mr. Stewart?

12 CROSS-EXAMINATION

13 BY MR. STEWART

14 Q Hello, Mr. Goldstein I'm Roger
15 Stewart

16 A Good day

17 Q I just wanted to ask you, when
18 discussing this diagram earlier with

19 Ms. Brown --

20 MR. STEWART I guess that's not
21 been admitted

22 MS. BROWN Your Honor, may I mark
23 the diagram and offer it for purposes of
24 illustrating the cross-examination?

25 JUDGE WALSTON Sure

0252

1 MS. BROWN I apologize

2 (CenturyTel Exhibit No. 13 marked)

3 Q (By Mr. Stewart) You had a discussion
4 regarding points of interconnection and
5 interconnect points, and I know it was an
6 extensive discussion so that might make this
7 question difficult to answer, so you may need to
8 break it up, but could you tell me on what do

3 federal basis
4 Toll alerting is, however, sometimes a
5 state requirement. So if in fact 51 207 does
6 apply to CLECs -- and it may, it may well, and
7 I'm referring to CLEC-originated calls which are
8 absolutely not at issue here, but in the
9 hypothetical case that we were having a conflict
10 with a CLEC over CLEC-originated calls, and some
11 CLEC came along and decided not to offer as good
12 of service as the local ILEC, then it's possible
13 that if the state did not require toll alerting,
14 which Texas does require, then they could have a
15 seven-digit toll call. That seven-digit toll
16 calls are certainly -- shall we say nonalerted
17 toll calls exist in some states.

18 Q That's hypothetical for Texas though
19 because Texas does require --

20 A Texas does require toll alerting.
21 MR McCOLLUGH Just for the
22 record, would you define what toll alerting is?
23 A Toll alerting is requiring 1-plus for a
24 toll call.

25 Q (By Ms. Brown) Now, let's look at the

0244
1 language at 51 207. Doesn't this apply between
2 a CLEC and its own customers?

3 A Yes.

4 Q So it's a rule that defines a
5 relationship between a local exchange carrier
6 and its customers?

7 A Yes.

8 Q Let's take another example. Let's
9 assume there's a CLEC serving Lockhart that has
10 chosen not to have seven-digit dialing to San
11 Marcos. Would the fact that CenturyTel in San
12 Marcos offers seven-digit dialing to Lockhart
13 require the Lockhart -- to Southwestern Bell in
14 Lockhart -- Southwestern Bell customers in
15 Lockhart, would dialing parity require the
16 Lockhart CLEC to offer seven-digit dialing to
17 CenturyTel of San Marcos?

18 A Again, we're dealing at the extreme
19 range of hypothetical where a CLEC chose to
20 offer a lesser service, and I don't know whether
21 this 51 207 rule actually applies to CLECs or
22 not, and it very well might, and if it does,
23 then, which I'll assume -- let's assume it does,
24 even those CLECs are very lightly regulated.
25 It's very -- this may well be something that

0245
1 applies to them because certain regulations do
2 apply to CLECs.

3 So in this case, that hypothetical
4 couldn't occur. The CLEC in Lockhart would,
5 therefore, have to offer dialing parity with the
6 ILEC to San Marcos, although actually what this
7 is referring to -- its telephone exchange
8 service customers within a local calling area to
9 dial the same number of digits to make a local
10 telephone call. Now, notwithstanding the

11 identity of the customers or the called parties'
12 telecommunication service provider, and so if we
13 had a CLEC in Lockhart, the issue would not at
14 all depend upon calling to Lockhart.

15 The question would be if that CLEC in
16 Lockhart had calling -- local calling to
17 CenturyTel, it would also have to have local
18 calling to Grande, local calling to ASAP, local
19 calling if Dobson is in -- or any other --
20 anyone with a rate center of San Marcos assigned
21 to that NXX code.

22 Q That's your interpretation?

23 A That's my understanding, that this
24 would apply. It's about a given originating
25 carrier's obligations to its subscriber with

0246
1 regard to multiple terminating carriers in a
2 given terminating rate center.

3 Q It's your testimony that this local
4 dialing parity rule could then force that other
5 carrier to enter into what is otherwise a
6 different type of calling plan or a special
7 unique calling plan?

8 A Nothing unique at all. It's a local
9 call is a local call. There's nothing special
10 about having a local calling area. This would
11 be, in general, defining the baseline local
12 calling area as being parity.

13 Q So it would prohibit any two carriers
14 from having any unique relationship?

15 A Not if they're in addition to. Now,
16 again, if we're talking about ILECs versus
17 CLECs, I don't believe it would be allowable for
18 ILECs to enter into an arrangement to
19 discriminate in favor of one another, and while
20 I'm not a lawyer, I would say if they ever
21 attempted to do that, they would be stepping in
22 Sherman Act territory, among many other
23 violations that would make it unthinkable, in
24 general.

25 Now, if one were to say could two CLECs

0247
1 enter into an agreement for the exchange of
2 traffic between themselves in addition to what's
3 offered to an ILEC, that's a good question, and
4 I don't have a legal opinion.

5 Q What if the plan -- the local calling
6 plan is an optional plan --

7 A It would be my -- again --

8 Q -- optional to the customer?

9 A Again, it's my understanding, depending
10 upon the state definition of optional plan, that
11 an optional plan is not usually considered part
12 of the mandatory local calling, and, therefore,
13 is not part of the parity, but this varies state
14 to state, and the state would make up that rule.

15 If Texas wanted to define optional
16 calling plan as having dialing parity -- again,
17 whether one dials 1-plus -- under the dialing
18 parity rule, whether one dials 1-plus for an

13 A It would apply to two-way traffic.
14 Dobson is a two-way -- is not a paging company.
15 It's a PCS
16 Q "PCS" meaning --
17 A As in cellular and a PCS It's mobile
18 telephone
19 Q Now, on Page 9, you address dialing
20 parity You say here, "Local dialing parity
21 means that calls made to every caller's numbers
22 assigned to a given rate center should be dialed
23 identically." Do you see that?
24 A Yes
25 Q Then you say, "Thus, in this example of
0239

1 a CenturyTel subscriber in San Marcos can dial a
2 Southwestern Bell number in Lockhart by dialing
3 seven digits, then local dialing parity would
4 require seven-digit dialing to ASAP and any
5 other carrier's Lockhart numbers." Do you see
6 that?

7 A Yes, I do
8 Q Doesn't the CLEC or the other carrier
9 get to define its own local calling scope?

10 A No The incoming -- in the case of a
11 paging company in particular, local calling
12 scope is defined by the originating carrier, and
13 a paging company is a terminating carrier

14 Carriers do get to define their own
15 local calling scope for the calls that their
16 subscribers originate The extent to which they
17 may do this in practice depends upon the state.
18 In many states, the ILECs' local calling area is
19 in effect such that while the carrier may define
20 any local calling scope they want, they have to
21 pay access charges This is in the case of a
22 CLEC

23 In many states, they have to pay
24 switched access charges, the terminating end, if
25 it's not a local call according to the ILEC In
0240

1 other states, any intraLATA call that is not
2 sold for a toll may be passed as a local call
3 That's a state matter, but as far as the
4 incoming side, as in a paging company, local
5 calling area is exclusively defined by the
6 originating carrier, and, therefore, the paging
7 company has no say

8 Q If the -- if Southwestern Bell and
9 CenturyTel have entered into an agreement with
10 one another that they will treat calls between
11 their two respective customers as seven-digit
12 dialed calls, does that obligate another CLEC in
13 the San Marcos area to also offer seven-digit
14 dialing to Southwestern Bell and Lockhart?

15 A I believe it would, yes

16 Q So if -- let's take a live example
17 Grande Communications in San Marcos, a CLEC
18 there -- if San Marcos -- CenturyTel of San
19 Marcos offers seven-digit dialing to Lockhart,
20 you're saying that obligates Grande to offer its

21 customers seven-digit dialing to Lockhart?

22 A Now I'm going a little bit out on a
23 limb here because I believe this would
24 technically be governed by state regulation.
25 The general case -- in every case that I'm aware
0241

1 of in practice, yes, the CLEC offers dialing
2 parity with the ILEC.

3 However, the price structure that a
4 CLEC charges, both the rate level and the rate
5 structure, charged by a CLEC are not regulated
6 on the same grounds as an ILEC, and if a CLEC
7 wanted to have disparate pricing and offer that
8 on a competitive basis to its subscribers,
9 because a CLEC is allowed to define its own
10 local calling area, a CLEC could
11 theoretically -- theoretically offer a smaller
12 local calling area than the ILEC because they're
13 less regulated

14 Q Or they could choose to decide -- in
15 this case, let's take this example Lockhart
16 customers petitioned for local calling to San
17 Marcos The San Marcos customers might have
18 cared less about calling to Lockhart. So a CLEC
19 coming in to San Marcos might decide, "My
20 customers in San Marcos don't care about local
21 calling to Lockhart," and choose not to offer
22 seven-digit dialing to Lockhart, could they not?

23 A I don't know whether the Texas
24 Commission would allow that as a matter of
25 policy I don't believe the telecommunications
0242

1 act, per se, would prohibit that I don't
2 believe market forces would permit it I don't
3 know whether the state would technically permit
4 it

5 Q So you don't know?

6 A I don't know.

7 Q Would the local dialing parity rules
8 require the CLEC to offer seven-digit dialing?

9 A Again, because the ILECs are subject to
10 more stringent regulation than a CLEC, I am not
11 certain whether a CLEC would be in violation of
12 any rules if it were to behave in such a daft
13 manner as to not offer at least equivalent
14 service to the ILEC Certainly, the norm for
15 CLECs is to offer at least as good a service,
16 better, if at all possible

17 Q Let me read you -- you quote here from
18 Section 51.207 Is that correct? Do you have
19 that?

20 A Yes, I do

21 Q Do you have the rule in front of you?

22 A Yes, and the question there that I'm
23 again -- whether that applies to CLECs, I
24 believe it probably does I suspect local
25 dialing parity applies to CLECs, but whether
0243

1 rate parity is required is a different question,
2 just as toll alerting is not required on a

23 "Southwestern Bell's Greenwood tandem is a
24 combined local/access tandem. It connects
25 various end offices for local intraLATA and
0234

1 interLATA traffic."

2 Q So would you agree with me that some
3 calls that are -- that transit the Greenwood
4 tandem are local and some are toll and some may
5 even be interstate in nature?

6 A Yes.

7 Q Now, at Page 7, Lines 25 to 30, here
8 you're saying what should happen if a carrier
9 were to deliver a call to the ILEC switch in a
10 given rate center rather than to the actual
11 serving carrier's switch, and you say the ILEC's
12 switch should reject the call.

13 A Yes.

14 Q That describes what happened when
15 CenturyTel tried to send calls to ASAP's 512-384
16 number to Lockhart?

17 A Correct.

18 Q Then it says that, "Likewise, the CMRS
19 carrier or CLEC should reject calls dialed to
20 ILEC numbers unless their switches happen to
21 also be designated as tandems, in which case the
22 CMRS carrier or CLEC should route to the ILEC
23 according to the instructions in the LERG." I'm
24 not sure what you're saying there.

25 A I'll clarify.

0235

1 Q Okay.

2 A An end office switch should never
3 receive a call from a different switch and pass
4 it on to a third switch. It should not be an
5 intermediate switch in a call because it is an
6 end office. It's there to originate or
7 terminate calls.

8 If a switch has tandem status, tandem
9 means that it can pass calls to another switch.
10 So if Greenwood were to receive a call that was
11 not meant to end in Greenwood but was meant to
12 end on an office that subtended Greenwood or
13 that had trunks to Greenwood, then because
14 Greenwood is a tandem, it should pass that call
15 along, and likewise, any tandem should be able
16 to pass a call to another switch according to
17 the instructions in the LERG.

18 An end office, on the other hand,
19 either is the destination of the call or it
20 should reject the call.

21 Q Now, on Page 8 of your testimony, you
22 cite some definitions from an interconnection
23 agreement that was between Dobson Cellular and
24 Southwestern Bell, and then it lists Illinois
25 Bell, Ameritech, et cetera. Was that an

0236

1 interconnection agreement filed in another
2 jurisdiction?

3 A I don't remember offhand which Dobson
4 this was. It was with, as far as I understand,

5 all of the SBC companies, and, therefore, would
6 have applied in all of these jurisdictions.

7 Q Southwestern Bell operates in Illinois,
8 do they not?

9 A This is SBC. It's Southwestern Bell --
10 Southwestern Bell doesn't operate in Illinois.
11 Southwestern Bell operates in the Texas,
12 Missouri, Oklahoma area. Other SBC
13 subsidiaries, including Illinois Bell d/b/a
14 Ameritech, et cetera, are not Southwestern Bell,
15 but they are SBC corporate.

16 This would be the SBC 12-state region,
17 is what the reference here is to, which is
18 SBC -- actually, it doesn't mention Pacific Bell
19 either. So this particular list is between the
20 Southwestern Bell Telephone Company and the
21 Ameritech telephone companies.

22 Q The definitions then were negotiated
23 definitions?

24 A I don't know whether this was
25 negotiated or taken from --

0237

1 Q Or arbitrated?

2 A Whether it was arbitrated or came from
3 the original proposal that SBC makes.

4 Q But it was a part of an interconnection
5 agreement?

6 A It is part of the final agreement.

7 Q Those arise either by negotiation or
8 arbitration?

9 A Correct.

10 Q Now, the definition of rating point,
11 does that definition tell you -- it defines the
12 term rating point, but does it tell you whether
13 all calls within the LATA will be local or
14 whether some would be toll or does it address
15 the specifics of the billing with respect to
16 carriers?

17 A Rating point, per se, establishes a V&H
18 coordinate for a rate center, and the rate
19 center separately, in tariffs, has a local
20 calling area defined for it.

21 Q Now, is this agreement between an ILEC
22 and a CLEC?

23 A No. The one I'm citing is between an
24 ILEC and a CMRS.

25 Q Does it tell you, with respect to a

0238

1 rating point, whether any particular -- it just
2 defines for you how you're going to identify one
3 point of the call, does it not?

4 A No, not at all. 149 is merely a
5 definition of a term. It has nothing about
6 routing. It says nothing about charging. It
7 merely defines the term rating point so that
8 when it's used later in the interconnect
9 agreement there's a definition for the term.

10 Q That's the point I was getting to.
11 Now, do you know whether this agreement applied
12 to two-way traffic?

7 A I have no facts that controvert that.
8 The discovery did point out that San Marcos
9 had -- the San Marcos -- quote-unquote -- "end
10 office" had trunks directly to Greenwood It
11 didn't discuss the Verizon switch

12 Q Did you see the -- now, at the bottom
13 of Page 4, you make the statement, "Tandem
14 coverage is universal " What do you mean by
15 that?

16 A I mean that every end office
17 theoretically subtends at least one access
18 tandem, that carriers don't interconnect at the
19 end office level without having a tandem to
20 route through

21 Whether there are exceptions in remote
22 parts of Alaska or something, you know, it could
23 happen, but I'm not familiar in practice with
24 exceptions.

25 Q Are you saying -- are you intending to
0230

1 say there that no carrier connects at an end
2 office?

3 A No, I am saying that there is a
4 route -- a final route to a tandem There are
5 also end office connections

6 Q What do you mean, "There is a final
7 route to a tandem"? A final route from where to
8 where through the --

9 A Final route meaning that in a routing
10 sequence selection, the last choice -- maybe the
11 only choice for some types of call would be
12 through the tandem, that there is a physical
13 path by which it can get to the tandem to make
14 calls

15 Q Any call originated by an end user can
16 find its way to a tandem Is that what you
17 mean?

18 A I'm saying that there is a path by
19 which a call can get from a tandem to any end
20 office.

21 Q But you're not intending there to say
22 that every end office -- every tandem -- every
23 end office subtends every tandem?

24 A No There are many tandems, and every
25 end office subtends one tandem in general
0231

1 There could actually be additional connections
2 to other tandems, but those are considered high
3 usage, not final

4 Q Now, on Page 5, at Lines 4 and 5, you
5 say, "Common industry practice nowadays is to
6 install SONET rings among groups of offices "
7 Is there a SONET ring between Lockhart and San
8 Marcos?

9 A I do not know the nature of the
10 physical layer between San Marcos and Lockhart
11 I know there is connectivity at some kind of
12 high band with digital pipe I don't know
13 whether it's a SONET ring or a different type of
14 point-to-point facility, for instance I would

15 guess most likely it is a SONET ring, but I have
16 no firsthand knowledge of the physical topology.

17 Q The same with respect to -- the same
18 question with respect to San Marcos and Austin.
19 Do you understand there to be a SONET ring
20 between --

21 A Again, I would assume there to be one,
22 but I have no firsthand knowledge of the
23 connectivity between them The SONET ring in
24 many of these cases could be indirect. It
25 doesn't have to run straight The point of a
0232

1 ring is that it picks up multiple points along
2 the way.

3 Q But you don't know whether that's the
4 case with respect to San Marcos to Lockhart or
5 San Marcos to Austin?

6 A I have no personal knowledge of the
7 topology of the SONET networks in the Austin
8 LATA

9 Q Now, on Page 6, Lines 11 and 12, let
10 me -- let's first go to Line 10 You say,
11 "Homing is defined in the LERG " Would you
12 agree with me that the homing that's defined in
13 the LERG is for interexchange traffic?

14 A Primarily, but I would point out that
15 in least some places the same homing is
16 considered a final route for local traffic as
17 well

18 Q But, by definition, the LERG does not
19 define local routing?

20 A I'm going to say I'm not certain.
21 There are multiple -- the LERG actually has a
22 lot of check boxes for multiple functions,
23 whether a given tandem -- I do believe that
24 local is one of the functions that can be
25 specified in the LERG
0233

1 Q It may be, but is it necessarily?

2 A Not every -- not every homing
3 relationship in the LERG specifies local.

4 Q I'm really asking a different question.
5 If Southwestern Bell has two end offices in
6 Austin that have direct connection, would that
7 have to be specified in the LERG?

8 A No, direct end office trunks are not
9 specified in the LERG

10 Q Now, at Lines 11 to 12 -- let me ask
11 one follow-up So you wouldn't expect to find
12 in the LERG that the Lockhart-San Marcos direct
13 connection would be listed?

14 A That's right, because a direct
15 connection between end offices belongs only to
16 those two carriers for their use It's
17 privately negotiated and has no public
18 manifestation The LERG is -- I wouldn't say
19 public, but the LERG is an industrywide document
20 that describes to all carriers in the industry
21 what the final route is.

22 Q Now, at 11 and 12, you say,

17 CLEC In the case of CMRS, going back to what
18 we discussed before, single point of
19 interconnection is the minimum and a single
20 interconnect point is the minimum
21 Q The purpose of that interconnect point
22 is to allow that carrier to receive calls?
23 A And to send calls
24 Q Okay. If they're two-way calling?
25 A If they're two-way In the case of
0225
1 paging, it's one way, but, yes, certainly
2 interconnect points for CLECs and for cellular
3 are two way
4 Q Now, would you agree with me that the
5 rule with respect to how many points of
6 interconnection or interconnect points you must
7 have is a rule separate and apart from what
8 defines whether a call from the end office to
9 the competitive carrier's customer is or is not
10 a local or a toll call -- a different set of
11 rules govern that Correct?
12 A Yes, to the extent that rating a call
13 as local or toll is based on the rate center
14 assignment, while the routing of the call is
15 based upon the single or multiple point of
16 interconnection So, yes, rating and routing
17 are entirely separate.
18 Q What we've described just now has to do
19 with the routing Correct?
20 A That's correct
21 Q Now, let's apply an example Let's
22 assume that -- let's assume that there is
23 another carrier within the LATA In our
24 instance, let's assume that CenturyTel of San
25 Marcos is an ILEC within the Austin LATA that
0226
1 has a tandem within the Austin LATA Can you
2 assume that for me?
3 A We'll assume that for the sake of
4 discussion
5 Q Have you looked at any of the discovery
6 or understood that the CenturyTel San Marcos
7 switch is both an end office switch and a tandem
8 switch?
9 A Yes
10 Q Have you heard the testimony that that
11 switch, the San Marcos -- CenturyTel San Marcos
12 switch has connection to the Greenwood tandem?
13 A Yes
14 Q Now, if you were to apply the CMRS
15 rule, would it be correct to say that because
16 that San Marcos end office switch is within the
17 LATA, then under the rule you're describing, San
18 Marcos -- CenturyTel of San Marcos would be
19 obligated to transfer calls to ASAP's switch in
20 Austin?
21 A That would be my understanding
22 Q Okay Applying the CMRS rule?
23 A Yes
24 Q Okay Now, what would happen applying

25 the CLEC rule in that circumstance?
0227
1 A That would be an interesting question,
2 probably left to state -- for the state to rule
3 on The FCC would not have required a single
4 interconnect point The state would determine
5 whether the San Marcos tandem were in fact a
6 separate sector and whether a separate
7 interconnect point were required for that
8 sector
9 I point that out because there are many
10 switches that are listed as tandems in the LERG
11 that don't actually function as tandems on an
12 equivalent basis
13 Q Have you performed any analysis with
14 respect to the CenturyTel San Marcos tandem in
15 that respect?
16 A Yes
17 Q Now, do you have an opinion of whether
18 it's a real or not a real tandem?
19 A I would consider its tandem status to
20 be questionable
21 Q Do you know if it's ever been
22 challenged?
23 A I don't believe it's ever mattered
24 It's not a -- it hasn't been relevant in the
25 past to any -- that I'm aware of In my own
0228
1 knowledge, it hasn't really mattered
2 Q Do you understand that the San Marcos
3 tandem serves as a tandem for other end offices?
4 A I've looked that up, and as far as I
5 can tell, the only ILEC end office that subtends
6 San Marcos' tandem, according to the current
7 LERG, is Fentress, but I find that to be very
8 surprising because Martindale is listed as
9 subtending Greenwood, and Fentress is listed as
10 a remote Remotes normally don't have trunks
11 Therefore, there could only be zero trunks
12 subtending the nominal tandem in San Marcos
13 Q Or the LERG is wrong?
14 A Or the LERG is wrong, which would
15 require correction
16 Q Yes
17 A A discovery --
18 Q Is there a question pending?
19 A Go ahead
20 Q Have you read Mr Navarrette's
21 deposition?
22 A I believe I have I may have -- it was
23 very long I may have missed portions of it
24 Q Did he describe the services that the
25 San Marcos tandem provides for Martindale and
0229
1 Fentress?
2 A I believe he did state that Martindale
3 and Fentress receive their access through San
4 Marcos
5 Q Do you have any facts which controvert
6 his testimony?

1 getting it down if you talk over --
2 A I'm sorry
3 Q (By Ms Brown) Now, do the rules allow
4 or require all end offices -- let's step back.
5 Let me ask it this way If there are more than
6 one tandem in the LATA, does a carrier have to
7 establish only one point of interconnection, or
8 do they have to establish a point of
9 interconnection with each tandem within that
10 LATA?
11 A A CMRS provider needs only provide, at
12 minimum, one point of interconnection It is
13 not required to interconnect to every tandem in
14 the LATA
15 Q Only one point of interconnection
16 within the LATA?
17 A Right, and one interconnect point as
18 well, that being to one tandem That is the
19 minimum -- and I mentioned this to draw a
20 distinction from the practice of CLECs who must,
21 at minimum, have an interconnect point to every
22 tandem from which they are local to -- pardon
23 me -- every tandem that is subtended by ILEC
24 rate centers that they have numbers within
25 Q Okay So if I can translate, for a

0221
1 CMRS carrier, if they have a point of
2 interconnection at the tandem, they can get the
3 entire LATA regardless of the number of tandems?

4 A Yes
5 Q But for a CLEC, a CLEC must establish a
6 point of interconnection with each tandem with
7 respect to -- if tandems are served -- if
8 tandems serve distinct groups of end offices
9 within a LATA, more than one tandem in a LATA,
10 then the CLEC must establish a point of
11 interconnection at each tandem?

12 A No
13 Q Can you --
14 A It need establish an interconnect point
15 with each tandem that it has a prefix in that
16 local area, but not remote portions, if there is
17 no local traffic, as the general rule

18 Q Okay So for a CLEC, if End Office C
19 is not local to the Greenwood tandem, then the
20 CLEC must establish a different point of
21 interconnection to End Office C?

22 A Yes -- not a point of interconnection,
23 a different interconnect point That's
24 different.

25 Q Can you define how you distinguish

0222
1 point of interconnection from interconnect
2 point?

3 A Yes, a point of interconnection is
4 physical -- a meet point where typically fiber
5 optic terminal or midspan meet occurs It's a
6 physical layer point in the transmission plant
7 Interconnect point is a logical point,
8 referring to trunk interfaces on a switching

9 system, and so you can have a single point of
10 interconnect, POI, that has many channels that
11 go to many different interconnect points

12 Q Now, if I wanted to represent on the
13 board the difference between the CMRS and the
14 CLEC, then for CLEC, we would say point of
15 interconnection or interconnect point I'll
16 use --

17 A IP

18 Q Then how would I describe that?

19 A Well, the CLEC would still have a
20 single point of interconnection. It would be
21 the norm for a CLEC to have a single point of
22 interconnection. The distinction would be
23 interconnect point, where a CMRS is required to
24 have a single -- a CMRS is allowed to operate
25 with a single interconnect point, while a CLEC

0223
1 may, if it serves multiple rate centers, be
2 required to have multiple interconnect points on
3 its point of -- although it may still use a
4 single point of interconnection

5 I'm questioning the relevancy of this
6 to a CMRS case, but that is a distinction, that
7 the POI versus IP distinction tends to be very
8 important in CLEC cases

9 Q Now, if I could describe -- once again,
10 I'm trying to summarize this issue with respect
11 to the CLEC A CLEC must have a point of
12 interconnection or an interconnection point with
13 each rate center to which it's local?

14 A No

15 Q Would you --

16 A No I said that a CLEC must have an
17 interconnect point with the tandem subtended by
18 every rate center to which it is local. It is
19 still tandem It's merely a question of entire
20 LATA versus connection to each sector.

21 Q With every tandem serving the rate
22 centers to which calling is local?

23 A Yes In fact, to clarify, not to every
24 tandem, but to a tandem serving every rate
25 center because there are many sectors that have

0224
1 multiple tandems, and it's not absolutely
2 certain that the CLEC must subtend every single
3 tandem when there are parallel tandems. I
4 believe that is a state decision

5 Q Have I stated it now correctly on the
6 board with the phrase that the CLEC would have a
7 point of interconnection or an interconnection
8 point with a tandem serving every rate center to
9 which calling is local?

10 A Yes

11 Q Thank you Now, that describes the
12 minimum number of points of interconnection or
13 interconnection points that a CMRS or other
14 carrier must have in order for traffic to flow
15 to Right?

16 A We were discussing -- most of that was

11 JUDGE WALSTON Ms Brown?
12 CROSS-EXAMINATION
13 BY MR BROWN
14 Q Good afternoon, Mr Goldstein Welcome
15 to Texas
16 A Thank you
17 Q Did you come through the bad weather
18 last night?
19 A No
20 Q Missed it?
21 A Missed it
22 Q Good Page 1 of your testimony, Line
23 31 --
24 A Yes
25 Q -- here you're providing a response
0216
1 that suggests that CenturyTel did not follow
2 industry practice when it tried to route calls
3 to ASAP's Lockhart number through the
4 Southwestern Bell Lockhart switch Is that
5 right?
6 A Yes
7 Q So you're saying here that the
8 Southwestern Bell Lockhart end office should
9 only provide dial tone to its own subscribers
10 Right?
11 A Correct
12 Q You mean there that it should not be
13 expected to switch calls to another carrier's
14 end users?
15 A It should not be expected to tandem
16 calls to another carrier's switch
17 Q By "tandem calls" you mean --
18 A Trunk to trunk switching, connect
19 from -- in from one switch and out to another
20 Q Now, on Page 4, you talk about that --
21 on Line 20 that it's your understanding that a
22 CMRS carrier can request tandem-only
23 interconnection --
24 A Yes
25 Q -- and that the tandem carrier, the
0217
1 CMRS carrier, when they get interconnection at a
2 tandem, what does that mean?
3 A It means that their trunks from the
4 CMRS switch go into the tandem switch, and,
5 therefore, calls are directed to the CMRS switch
6 by means of the tandem switch that it is
7 attached to
8 Q From what geographic area does that
9 point of interconnection allow calls to be
10 placed to the CMRS carrier switch?
11 A It is my understanding that the LATA
12 would be the applicable case, so for CMRS it
13 would be the entire LATA
14 JUDGE WALSTON What was the
15 question? I heard the answer, but I didn't hear
16 the question
17 MS BROWN. The question was
18 what -- if the carrier is connected at the

19 tandem, from what geographic area can calls come
20 into that tandem and then be connected to the
21 CMRS carrier
22 JUDGE WALSTON Okay
23 Q (By Ms. Brown) You would describe that
24 as being the LATA?
25 A It is my understanding -- and, again,
0218
1 I'm not speaking as a lawyer It's my
2 understanding that practice is to permit
3 LATAwide coverage of -- via the Type 2A
4 interconnection
5 Q Now, if we want to diagram that -- on
6 the board, I've put two boxes I've labeled one
7 of them the ASAP switch and the other one the
8 Greenwood tandem
9 A Yes
10 Q I've shown some lines in between to
11 represent trunks between the tandem -- the
12 Greenwood tandem and the ASAP switch Do you
13 see that?
14 A Yes
15 Q Would it be -- to graphically show
16 this, would you agree that each end office --
17 it's your position that each end office within
18 the LATA would then have trunking to that
19 Greenwood tandem, and thereby, end users served
20 by end offices in the LATA could dial an ASAP
21 number and that number would get transmitted to
22 the ASAP switch?
23 A In the event that there is more than
24 one tandem in the LATA, it is possible that an
25 end office subtends a different tandem
0219
1 However, all tandems in a LATA are fully
2 interconnected Therefore, it's possible that
3 some end offices in the LATA might have to go
4 through two tandems in this circumstance, and
5 that if this is found to be burdensome to the
6 carrier, the carrier could for -- you know, in
7 the case of very high traffic, the carrier could
8 negotiate additional interconnect points, not
9 points of interconnection, which are physical,
10 but interconnect points, which are logical
11 Q So, now, let's work on that and go back
12 to the previous question Without any different
13 arrangements, can all end offices in the LATA
14 reach the tandem and thereby reach the carrier's
15 switch --
16 A Yes
17 Q -- or is it only those end offices that
18 subtend that tandem?
19 A No, they can all reach it The tandems
20 within the LATA are fully interconnected, and so
21 worst case is that it would have to go -- that
22 some calls would have to go through two tandems
23 JUDGE WALSTON Mr Goldstein,
24 make sure you let her finish her question The
25 problem is the court reporter has a hard time
0220